



Employee Handbook

Policies & Procedures

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1.0 Getting Started

1.1 Introduction and Purpose of Handbook

This handbook has been prepared to help familiarize employees with the policies and procedures regarding employment at BlueSky Online School. The contents of the handbook are presented as a matter of information only-they are not conditions of employment. As such, it is expressly understood that the contents of this handbook do not constitute the terms of an employment contract or legal document. It is understood that employment is voluntary, and that BlueSky is an at-will employer. This handbook should not be interpreted as a guarantee of continued employment, but rather, employment at BlueSky is voluntary at the mutual consent of the employee and BlueSky, and can be terminated at will with or without cause and with or without notice by either the employee or BlueSky for any reason not expressly prohibited by law.

This handbook is as complete as reasonably possible, but is not necessarily all inclusive as BlueSky cannot anticipate every situation or herein answer every question about employment. Currently unanticipated circumstances may warrant actions not stated in this handbook. As such, BlueSky has the right, in its sole discretion, to apply or not apply the policies or procedures contained in this handbook, depending on the facts or circumstances of each case. Changes to these human resource policies, procedures, and practices are at the discretion of management in order to maintain their legal compliance, operational effectiveness, and the general scope of desired workplace conditions. BlueSky reserves the right at any time to change, eliminate, or add to the benefits and policies set forth herein without prior notice or to revise or revoke this handbook at any time. Each employee covered or affected by this handbook is responsible for knowledge of and compliance with all provisions contained herein.

This handbook, and the policies and procedures contained in it, supersede any and all prior past practice, oral, or written representations or statements regarding the terms and conditions of employment, except as may be stated in an employment contract. Any and all previous handbooks, policies, ad procedures are specifically revoked.

An employee should contact Human Resources if s/he has questions on any matter covered in this handbook.

1.2 Equal Employment Opportunity Statement

BlueSky is committed to providing equal employment opportunities and treatment for all employees and job applicants. In accordance with applicable law, BlueSky will not fail or refuse to hire any individual, discharge any individual, or otherwise discriminate against any individual by reason of the employees race, color, creed, religion, national origin, sex, disability, age, genetic information, marital status, sexual orientation, or status with regard to public assistance or on the basis of any status protected by state or local law for employees in the jurisdiction of such law. All recruitment, selection, placement, training, promotions, discipline, layoff, and termination decisions made by BlueSky will be based solely on the job-related qualifications and abilities of candidates, except in the case of a bona fide occupational qualification.

In accordance with the Americans with Disabilities Act, BlueSky's commitment to equal employment opportunity extends to providing reasonable accommodations for otherwise qualified employees and applicants with disabilities.

Any employee who feels that s/he has experienced illegal discrimination in connection with his/her employment should follow the Complaint Procedure detailed in this handbook.

1.3 Harassment Policy and Complaint Procedure

It is BlueSky's policy to provide a workplace free from, either perceived or actual, harassment, intimidation, or coercion based upon a person's race, creed, color, religion, national origin, sex, disability, age, sexual orientation, genetic information, or on the basis of any status protected by state or local law for employees in the jurisdiction of such laws.

Such harassment creates an offensive work environment, decreases productivity, adversely affects positive working relationships, increases costs to BlueSky, and tarnishes the image of the School and everybody associated with it.

BlueSky encourages reporting of all perceived incidents of discrimination or harassment. It is BlueSky's policy to promptly and thoroughly investigate such reports. BlueSky prohibits retaliation against an individual who reports discrimination or harassment or who participates in an investigation of such reports.

1.3.1 Definitions of Harassment

Sexual harassment constitutes discrimination and violates BlueSky policy. For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment
- Retaliating against an employee for complaining about such conduct

The following are some examples of conduct that could be found to be sexual harassment: unwelcome sexual flirtations, advances or propositions, verbal abuse of a sexual nature, objectionable physical proximity or contact, subtle pressure or requests for sexual activities, unnecessary touching of an individual, unwelcome suggestions regarding, or invitations to, social engagements or work related social engagements, graphic or verbal commentaries about an individual's body, sexually degrading words to describe an individual, deliberate or careless distribution or display of pictures, articles, etc., which have a sexual content and are not necessary for the work, to an employee who may find such materials offensive, sexually explicit or offensive jokes or remarks to or in the presence of an employee who may find such

jokes or remarks offensive, or other sexually oriented speech or conduct which unreasonably interferes with an individual's work or creates a hostile or intimidating work environment.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, creed, color, religion, national origin, sex, disability, age, sexual orientation, genetic information, or any other characteristic protected by law or that of his/her relatives, friends or associates, and that has the purpose or effect of creating an intimidating, hostile or offensive work environment, has the purpose or effect of unreasonably interfering with an individual's work performance, or otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping, threatening, intimidating or hostile acts, denigrating jokes, and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the premises or circulated in the workplace, on School time or using BlueSky equipment via email, phone, text messages, tweets, blogs, social networking sites or other means.

1.3.2 Individuals and Conduct Covered

These policies apply to all applicants and employees, as well as interns, consultants, third party contractors, or anyone who is performing work on behalf of BlueSky, whether related to the conduct engaged in by fellow employees or someone not directly connected to BlueSky.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace.

1.3.3 Reporting Procedure

Any employee who feels that s/he is a victim of discrimination, or sexual or other harassment by any supervisor, co-employee, student, parent, or any person in connection with employment at the School, even if the employee is not sure that such prohibited conduct has occurred, is expected to bring this matter to the attention of his/her supervisor. If the employee wouldn't be comfortable bringing the matter to the attention of his/her supervisor, then s/he should contact the Executive Director, Assistant Director, Director of Student Services, or Human Resources. Employees who knew of information about discrimination or harassment, but did not notify an appropriate person consistent with this procedure, will be subjected to appropriate corrective action.

Complaints of discrimination or harassment will be taken seriously and investigated in a timely and appropriate manner. Every effort will be made to investigate all such allegations in as confidential a manner as possible. BlueSky's obligation to investigate will generally include interviewing the accused offender. Only those individuals with a need to know will be involved or informed of the investigation.

Any form of retaliation against an individual who reports or serves as a witness to discrimination or prohibited harassment will not be tolerated.

Any employee who is determined, after investigation, to have engaged in discrimination or harassment or other inappropriate behavior including retaliation as discussed above, in violation of this policy, will be subject to appropriate corrective action, up to and including termination of employment.

2.0 Employment Practices

2.1 Pre-Employment

BlueSky is committed to employing only persons who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

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.

For an individual to be eligible for employment with BlueSky the individual must provide written permission for a criminal background study to be performed. At the time BlueSky conducts a criminal background study on an individual offered employment as a teacher, BlueSky must also contact the Board of Teaching to determine whether the Board has taken disciplinary action against the teacher. BlueSky may hire an applicant and allow the applicant to provide services while awaiting the results of a criminal background study. This applicant will be a conditional hire and will be notified that employment may be terminated upon receiving the results of the criminal background study.

For an individual to be eligible for employment with BlueSky, the individual must reside in the state of Minnesota or one of its bordering states (North Dakota, South Dakota, Iowa or Wisconsin). Applicants living outside those states who do not indicate their willingness to relocate to one of those states will not be considered for employment.

BlueSky abides by the requirements imposed by the Fair Credit Reporting Act (FCRA), as revised by the Consumer Credit Reporting Reform Act of 1996.

In accordance with Minnesota law, BlueSky will not solicit or require applicants to a polygraph, voice stress analysis, or any test purporting to test the honesty of any employee or prospective employee.

2.2 Job Assignments

BlueSky may assign employees to positions, responsibilities, and projects consistent with their skills and operational needs. BlueSky, in its sole discretion, has the right to determine job assignments and create, change, or eliminate assignments and positions. To the extent practicable, BlueSky will assign employees to a regular position; however, absences, changes in skills or performance, and operational needs may make it necessary to transfer employees to other or additional positions or projects on a temporary or regular basis. Employees are employed and paid by BlueSky, not by a particular department.

2.3 Internal Transfer

Although most positions will be posted internally, the Hiring Manager may, on an exception basis, elect not to post certain positions.

Employees seeking an internal transfer must:

- Be in a regular exempt or non-exempt position for at least six months

- Have a good performance, attendance, and punctuality record

- Be in good standing with the School-have no documented corrective actions during the previous 6 months

- Meet the experience and educational requirements as outlined in the job posting announcement or job description

All positions are posted on <http://www1.stcloudstate.edu/joblistings/edpost/> and on our own website. Positions may also be posted on other sites if a position warrants. See the Hiring Manager for inquiries on specific positions.

2.4 Hiring Manager

In the case of an internal transfer, the Hiring Manager can request access to relevant portions of the applicant's personnel file, including performance evaluations and discipline documentation. The Hiring Manager also has the right to speak with the applicant's releasing manager for assessment.

2.5 Supervisor

As the representative of management closest to employees, the employee's manager, hereinafter referred to as "supervisor," is the person to whom each employee will be directly responsible for the work s/he performs. One of the supervisor's responsibilities is to answer employee questions and oversee and assist employees with day-to-day activities. For purposes of this handbook, employees placed in a "lead" position are not considered to be an employee's supervisor.

2.6 Personnel Records

Each employee's job application, along with other employment related documents, is kept in the employee's personnel file. Generally, only the Executive Director or Human Resources are allowed to review information in a personnel file, and only when they have a legitimate business reason to do so.

Personnel File Review Rights-Minnesota

An employee who wishes to inspect or review his/her personnel file should make a written request to Human Resources.

Information about an employee's medical condition or medical history is maintained in a confidential file separate from the personnel file.

It is each employee's responsibility to keep BlueSky informed of any changes to his/her personnel record, such as change of: beneficiary or dependent(s) status for benefits programs, marital status, emergency numbers, address, military status, or a change in withholding for tax purposes.

BlueSky applies the following for employees:

An employee may review his/her personnel record upon written request, made in good faith, once every six months;

BlueSky will comply with a written request no later than 7 working days after receipt of the request.

BlueSky will make an employee's personnel record, or an accurate copy, available for review during normal business hours at your place of employment or at another reasonable nearby location, but not necessarily make the record available during your actual working hours;

BlueSky may require that the review be made in its presence or the presence of someone that the School designates;

Upon an employee's written request, BlueSky will provide a copy, at no charge, of the record to the employee;

If an employee disputes specific information contained in his/her personnel file, and agreement is not reached to remove or revise the disputed information, s/he may submit a written statement, not exceeding five pages, identifying the disputed information and explaining his/her position, which is then included as part of his/her personnel file;

BlueSky will not retaliate against an employee for asserting his/her rights under the Personnel Records Statute (MN);

If BlueSky violates the Personnel Records Statute (MN), s/he may bring a civil action to compel compliance and for actual damages, plus costs;

If BlueSky retaliates against an employee, s/he may bring a civil action for actual damages, back pay, reinstatement or other make-whole, equitable relief, plus reasonable attorney's fees.

2.7 Employment of Relatives

Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment which can be carried into the daily working relationship, the following policy applies to the hiring and employment of relatives. Relatives may be hired and thereafter be employed only if they will not be working directly for or supervising a relative. For the purposes of this policy, relative is defined as one of the following: parent, child, grandparent, sibling, uncle, aunt, nephew, niece, first cousin, spouse, step-parent, step-child, brother-in-law, sister-in-law, parent-in-law, son-in-law, daughter-in-law, half-sibling, or partner of any of the above or anyone in a cohabitating, romantic relationship.

The employee's supervisor and the Executive Director are responsible for ensuring policy compliance. Employees are responsible for reporting any changes in their relationship with another employee immediately to their supervisor.

If any employee, after employment, becomes a relative or domestic partner and violates this policy, one individual must seek a transfer or a change in the reporting relationship. Such changes must be approved by the Human Resources department. If a decision can't be made among the affected employees within 60 days, reassignment will be made upon direction of the supervisor and the Executive Director.

The School reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who occupy positions at any level (higher or lower) in the same line of authority that may affect employment decisions.

No exception to this policy will be made without the written consent of the Executive Director and Human Resources.

2.8 Employee Conflict Resolution Procedure

Problems, misunderstandings, and frustrations may arise in the workplace. It is BlueSky's intent to be responsive to its employees and their concerns. Therefore, this procedure can be referenced by an employee who is having a problem in the workplace. Please note that if the problem involves harassment, discrimination, retaliation or other illegal behaviors, the procedure may be different. For those instances, please see the appropriate section(s) of this handbook.

If an employee has a problem, complaint, or a question related to his/her job, s/he should first discuss the problem openly and directly with the other person involved. In most instances, problems and questions can be effectively resolved in this way. If the issue is not able to be resolved, the issue should be brought to his/her supervisor. If the problem is with the employee's supervisor, the employee can request to have a representative from the HR Department present when the complaint is brought to the supervisor.

If the discussion with the supervisor does not resolve the problem to the mutual satisfaction of the employee and supervisor, or if the supervisor does not respond to the complaint, the employee can submit a complaint to their supervisor's supervisor, which may be the Executive Director. Employees may request assistance with writing their complaints from the HR department. When writing a complaint, the complaint should include:

- The problem and the date when the incident occurred
- Suggestions on ways to resolve the problem
- A copy of the supervisor's response or a summary of his/her verbal response and the date when the employee met with the supervisor. If the supervisor provided no response, the complaint should state this.

Upon receipt of the complaint, the supervisor must schedule a meeting with the employee to discuss the issue. Within a week after that meeting, the supervisor will issue a decision both in writing and orally to the employee filing the complaint.

If the employee is dissatisfied with the decision, the employee may, within five working days, appeal this decision in writing to the HR department. The HR department will then forward all information to the Executive Director for a final decision. All involved individuals, other than the representatives of the HR department, may not discuss the situation with any other employee or with the complaining employee.

2.9 Performance Reviews

Supervisors should observe performance and communicate with each employee about his/her work on an ongoing basis as well as through an annual performance appraisal process. Among the factors evaluated are the quality and quantity of the work, work habits, interpersonal skills, and adaptability to job conditions.

Each employee will also receive periodic written evaluations of his/her performance. Supervisors typically conduct an annual written performance appraisal for each employee every year.

2.10 Merit Increases

Merit increases are awarded based on employee performance and depend on BlueSky's finances and priorities. At no time is an employee guaranteed an increase, nor is s/he guaranteed a specific minimum or maximum amount. Depending on school finances, merit increases are typically given after the start of the new fiscal year.

2.11 Longevity Pay

BlueSky wishes to recognize the hard work and dedication of its employees. When finances allow, all employees will be awarded longevity pay after celebrating milestone anniversaries with BlueSky. At no time is an employee guaranteed longevity pay, nor is s/he guaranteed a specific minimum or maximum amount, however the following chart can be used as a guideline for awarding longevity pay. Depending on school finances and board approval, longevity pay may be given at the end of the school year after the milestone anniversary has been celebrated. For example, an employee who celebrates a 5 year anniversary in September will receive the longevity pay at the end of that school year. Pay amounts are based on continuous service. Rehired employees begin benefits just as any new employee. Previous tenure will not be considered in calculating longevity. Full time staff (.75 FTE and higher) are eligible to receive the full amount, part time staff will be awarded amounts on a pro-rated basis. Staff must be actively employed and in good standing with the school on the day the longevity pay is awarded to be eligible to receive longevity pay.

Completion of Continuous Service to Anniversary Date	Bonus Amount
After 5 years of service	\$500
After 10 years of service	\$1,000

After 15 years of service	\$1,500
After 20 years of service	\$2,000
After 25 years of service	\$2,500
After 30 years of service	\$3,000

2.12 Master's Degree Obtained

Licensed staff who obtain a Master's Degree that is relevant to his/her position at BlueSky will receive a merit increase in salary of \$2500 (\$104.16/pay period). An employee must submit his/her transcripts and diploma showing receipt of the Master's Degree in order to receive the increase. This documentation is due by January 31 to be paid on the first pay period in February or by June 30, to be paid on the first pay period in July. If an employee misses the deadline, s/he will need to wait until the following deadline to receive his/her increase.

2.13 Staff Development

BlueSky views employee development as an essential element in furthering the school's growth and success. BlueSky offers general staff development opportunities to staff during in-person staff meetings, and online throughout the school year. In addition, BlueSky recognizes that there are learning opportunities available outside of the School for topics that are not covered through general staff development and so, when resources permit, BlueSky offers employees an opportunity to participate in development outside of the School.

2.12.1 Procedure for Requesting Personal Staff Development

Employees who wish to participate in outside trainings that are free and will cause no financial cost to BlueSky, can send a written request to their supervisor for approval. Employees must ensure that they are able to complete their regular day-to-day work while at the training and must make up any work they missed upon return from the training. Any expenses such as mileage, meals, and hotel need to be approved before the training or they may not be covered.

Employees who wish to participate in outside trainings that have a fee must have the training pre-approved by the Staff Development Committee in order to have BlueSky cover the cost. Generally, only trainings on topics that are not offered at BlueSky as a general staff development opportunity and that fit into BlueSky's strategic plan will be considered. To apply for staff development funds, employees must fill out a pre-approval form. The Staff Development committee will review all eligible requests and either grant or deny permission, based on organizational needs and financial considerations.

Employees who receive permission from the Staff Development Committee to attend a training may be entitled to reimbursement for expenses related to the training/workshop such as mileage, hotel cost, and food expenses through the staff development fund.

Employees will also need to have permission from their supervisor to attend the training and must ensure that they are able to complete their regular day-to-day work while at the training and must make up any work they missed upon return from the training.

Following the completion of the training, employees must submit original receipts for expenses along with the Reimbursement Request Form to administration for approval. If mileage is to be reimbursed, a map should be attached to provide proof of mileage.

2.14 Separation of Employment

Separation of employment can occur for several different reasons.

- **Resignation:** Resigning employees are encouraged to provide two weeks' notice, in writing, to facilitate a smooth transition out of the organization. Pay in lieu of notice may be given in situations where job or business needs warrant such action. If an employee provides less notice than two weeks, the employee may be ineligible for unused sick/vacation time payouts, and BlueSky may deem him/her to be ineligible for rehire depending on the circumstances regarding the notice given.

An employee who changes their residence to be outside of Minnesota or one of the approved states (North Dakota, South Dakota, Iowa or Wisconsin) will be considered to have voluntarily resigned their position and will be subject to the procedure above.

- **Retirement:** Employees who are planning to retire are required to notify their supervisor and Human Resources at least two (2) months prior to the planned retirement date.
- **Termination:** Employees of BlueSky are employed on an at-will basis, and BlueSky retains the right to terminate an employee at any time.

2.13.1 Confidential Information

Terminating employees have a legal obligation not to disclose or use trade secrets or other confidential information learned during employment with BlueSky. This includes, but is not limited to, any information not generally known to other persons who can obtain economic value from its disclosure or use and is treated as confidential or secret by BlueSky.

2.13.2 Return of School Property

Employees who terminate employment, or at any time upon demand, are required to return any and all property that belongs to BlueSky, to include equipment, keys, files, laptops, cell phones, etc.

The separating employee shall contact Human Resources as soon as notice is given to schedule an exit interview. The interview will be on a mutually agreed upon day.

For vacation and/or sick time payouts, please see the Benefits section of this handbook.

Health insurance terminates on the last day of the month in which an employee's last day of work falls unless the employee requests immediate termination of benefits. Information for Consolidated Omnibus Budget Reconciliation (COBRA) continued health coverage will be provided.

2.13.3 Notice to Terminating Employees-MN

BlueSky applies the following for employees terminating work in the state shown above. As employees end their employment with BlueSky, s/he has the following rights:

- Employees have the right to review his/her personnel record upon written request, made in good faith, once each year after separation of employment; upon written request, BlueSky will provide a copy, at no charge, of an employee's personnel record to him/her;
- If BlueSky violates the Personnel Records Statute (MN), an employee may bring a civil action to compel compliance and for actual damages, plus costs;
- If BlueSky retaliates against an employee, s/he may bring a civil action for actual damages, back pay, reinstatement or other make-whole, equitable relief, plus reasonable attorney's fees.

2.13.4 Reference Policy

A terminated employee may request that an employee from BlueSky act as a reference when seeking employment at another institution. Upon separation of employment BlueSky will provide only factual information about a former employee's general work record including the following:

1. Position held
2. Dates of employment
3. Starting and ending compensation
4. Summary of duties/responsibilities
5. Rehire status

All requests for the above information must be referred to the Human Resources department. No other professional references on behalf of BlueSky will be given without the express permission of the Executive Director.

2.15 Rehire

Former employees who left BlueSky in good standing and were classified as eligible for rehire may be considered for reemployment. A resume and cover letter must be submitted to Human Resources, and the applicant must meet all minimum qualifications and requirements of the position.

Supervisors must obtain approval from Human Resources prior to rehiring a former employee. Rehired employees begin benefits just as any new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

3.0 Pay Practices

3.1 Hours of Work

Various factors, such as workloads, operational efficiency, staffing needs, and schedules may require variations in starting and quitting times. For pay purposes, the workweek begins at 12:01 a.m. Sunday and ends at midnight Saturday. Full-time employees typically work 40 hours over a five day work week. Part time employee schedules are defined by the School and vary based on business needs. Although some employees may have non-standard schedules, the payroll cut off for everyone's work week is each Saturday at midnight.

3.2 Employment Classifications

In accordance with federal and state wage and hour laws, each employee is designated as either non-exempt or exempt.

Non-exempt employees are entitled to overtime pay under the provisions of the Fair Labor Standards Act or other applicable state laws. Such employees are entitled to overtime pay for time worked over 40 hours per workweek. Overtime pay is defined as 1.5 times the employee's hourly rate.

Exempt Employees are excluded from overtime pay under the provisions of the Fair Labor Standards Act or other applicable state laws.

BlueSky complies with all provisions of the Fair Labor Standards Act in the classification and treatment of those employees exempted from overtime. BlueSky will not deliberately make improper deductions from the pay of an exempt employee. Should an inadvertent incorrect deduction be made, BlueSky will correct such mistake upon notice. If an error occurs on an employee's paycheck, it is the employee's responsibility to immediately bring the error to the attention of Human Resources so the appropriate adjustment(s) can be made.

In addition to the above categories, each employee will belong to two other employment categories; one from category A and one from category B.

CATEGORY A

Regular full-time employees are those who are not assigned to a temporary status and who are regularly scheduled to work a minimum of 30 hours a week (.75 FTE) on a continuing basis.

Regular part-time employees are those who are not assigned to a temporary status and who are regularly scheduled to work less than 30 hours per week.

Temporary/Seasonal employees are those who are assigned to a temporary status.

CATEGORY B

Licensed staff are those whose positions require State Board of Teaching licensure.

Administrators are those whose positions are in a leadership capacity of the school and/or which require licensure by the Minnesota Board of School Administrators.

Non-Licensed staff are those whose positions do not require teaching or administrative licensure in order to perform work duties for the school.

Note: Notwithstanding anything in this handbook or any BlueSky benefit plan to the contrary, an individual is not eligible to participate in any BlueSky benefit plan during any period in which s/he is classified by the School as a temporary employee, independent contractor or an employee of another entity whose services are leased to BlueSky or any status in which the person is not treated as a common law employee of BlueSky for purposes of withholding taxes, regardless of the person's correct legal status. If such person is later reclassified as a regular employee, eligibility for BlueSky benefit plans will be prospective only, even if the reclassification is retroactive.

3.3 Timekeeping for Payroll

3.3.1 Time Records

Non-exempt employees: All non-exempt employees must record the time they arrive at work and leave work, including breaks. Each employee is responsible for making sure his/her time is recorded accurately. Timesheets must be completed by midnight on the last day of the work week.

Exempt employees: An exempt employee is responsible for notifying their supervisor of any time off with pay (personal day, vacation, sick hours) used during the pay period.

General information: Deliberate falsification of time records by an employee for him/herself, or any other employee, that results in an overpayment of wages will be considered theft. Corrective action, up to and including termination of employment, will be taken.

3.4 Overtime Pay

Non-exempt employees are eligible for overtime pay.

From time to time it may be necessary and/or required for non-exempt employees to work overtime. Overtime may be worked only at the request of and with authorization by a member of the Administrative team.

Non-exempt employees must be paid for all overtime worked, even if the overtime is unauthorized, however, unauthorized overtime may result in corrective action, up to and including termination of employment.

Overtime is paid at a rate of one and one-half times the employee's base hourly rate of pay and will be paid for all "hours worked" in excess of 40 hours in a workweek. "Hours worked" means time actually spent on the job. It does not include hours away from work due to any time off, even when those days are compensated.

Unpaid leave of absences or any other unpaid time away from work is also not considered “hours worked”.

Employees working in states, which have overtime policies more generous than that stated above, will be compensated in accordance with state law.

3.5 Deductions from Wages

Every pay period, all deductions will be listed on each employee’s paycheck stub. These include state and federal income taxes, Social Security and Medicare taxes, and any other deductions required by law. Income tax deductions will depend upon earnings and the number of dependents, based upon information furnished by the employee. Deductions will also be made, based on the employee’s elections, for benefits and other voluntary programs.

3.6 Pay Schedule

BlueSky pays employees on regularly scheduled pay days and in accordance with legal requirements. BlueSky does not provide payroll advances to employees.

3.6.1 Manner of Payment

Pay cycles are semi-monthly. Payday is the 15th and last day of every month; if the 15th or last day of the month falls on a weekend or holiday, the preceding workday becomes the pay day.

All non-exempt employees are paid on a lag schedule. This means the paycheck issued on the 15th of the month covers from the 16st through the end of the preceding month. The paycheck issued on the last day of the month covers the 1st through the 15th of the current month. Any overtime earned in a given pay period is paid on that pay period’s paycheck.

All exempt employees are paid on a current schedule. This means the paycheck issued on the 15th of the month covers from the 1st of the current month through the 15th of the current month. The paycheck issued on the last day of the month covers the 16th through the last day of the current month.

All employees will be paid over the course of a 12-month period. Licensed staff contract year is from August 16-August 15. Administrators and Non-Licensed staff contract year is from July 1-June 30.

3.7 Paycheck Accuracy

Each employee is responsible for verifying the accuracy of his/her paychecks. In the event of an error on an employee’s paycheck, s/he should contact Human Resources. Unless otherwise mandated by state law, adjustments will appear on the next regularly scheduled paycheck.

3.8 Wage Disclosure Protection

Under the Minnesota Wage Disclosure Protection law, all employees have the right to tell any person the amount of his/her wages. BlueSky cannot retaliate against employees for disclosing his/her own wages, require employees to sign a waiver that takes away this right, or treat

employees differently because s/he told someone about his/her wages or working conditions. Employees who feel their rights under this law have been violated can file a complaint with the Minnesota Department of Labor and Industry at 1-800-342-5354.

4.0 Benefits

4.1 Time Off With Pay

BlueSky offers time off to its employees to provide an opportunity to refuel from the daily stresses of life and return to work in a revitalized condition. The below information outlines eligibility, benefit levels, scheduling, and other key components to ensure that employees enjoy the benefits of vacation while allowing the School to meet its operational needs. BlueSky has 3 separate time off policies; one (and only one) applies to each full-time, regular employee based in his/her position within BlueSky. Below is a chart that gives a basic description of how much time off employees can earn based on their position.

	Personal Days	Vacation	Sick Hours
Licensed Staff	2 days per school year, any unused days are forfeited at the end of the school year.	None	Accrue 8 hours per month. Accrual limit of 400 hours.
Non-Licensed Staff (260 Days)	None	Accrue 10 hours per month, limit of 240 hours	Accrue 8 hours per month. Accrual limit of 400 hours.
Non-Licensed Staff (240 Days)	None	Accrue 9.23 hours per month, limit of 240 hours	Accrue 8 hours per month. Accrual limit of 400 hours.
Non-Licensed Staff (220 Days)	None	Accrue 8.46 hours per month, limit of 240 hours	Accrue 8 hours per month. Accrual limit of 400 hours.
Administrators	None	Accrue 10 hours per month, limit of 240 hours	Accrue 8 hours per month. Accrual limit of 400 hours.

4.1.1 Licensed Staff

- All licensed staff follow the student schedule and are not to take days off on scheduled school days. However, the School does understand that from time to time, it may be necessary to take days off on a scheduled school day. As a result, the School offers personal days and sick leave to its licensed staff.

Personal Day

All full time licensed staff hired by December 1 of each school year are eligible for two 8 hour personal days per school year. Full-time licensed staff hired after December 1 are eligible for one 8 hour personal day to be used during the remainder of the school year. In addition, full time licensed staff who have completed 5 consecutive years of

employment with BlueSky have the option of changing up to three 8 hour sick days into personal days every other school year, beginning the school year after his/her 5 year anniversary. Any unused personal days will be forfeited at the end of the school year.

Staff are allowed to utilize more than 2 consecutive personal days once every other school year, with supervisor approval. Any personal day requests that exceed 2 consecutive days must be requested and approved a minimum of 2 weeks in advance.

Sick Leave

All licensed staff are eligible to accrue sick leave on a calendar year basis. Sick leave accrual rates will be prorated for employees whose regular schedule is less than 40 but more than 30 hours per workweek. Temporary and part time employees are not eligible to accrue sick hours.

All licensed staff will begin accruing sick leave immediately upon hire and will be eligible to utilize sick time upon the completion of 3 months service. Employees will accrue at a rate of 4 hours per pay period. Eligible employees earn sick hours on a prorated (1/24 per month) basis for each pay period of service in which the employee is actively employed. Unless otherwise required by law, employees on unpaid leave of absence will not accrue sick leave. Sick leave may not be used before accrual. If sick leave is exhausted, an available personal day will be used in its place.

Full time licensed staff who have completed 5 consecutive years of employment with BlueSky have the option of changing up to three 8 hour sick days into personal days each year, beginning the school year after his/her 5 year anniversary.

Sick Leave Balance

Sick Leave may be carried over from year to year, up to a maximum balance of 400 hours. This accumulation provides for continued income in the event an employee is faced with a prolonged absence due to illness.

Scheduling and Utilization

Sick leave is available only in the case of actual illness or injury of an employee or the employee's spouse, domestic partner, or child, or for doctor or dentist appointments of the employee or the employee's children that cannot be scheduled outside of working hours. In addition, employees may use up to 160 hours annually for the care of an ill parent, sibling, mother-in-law, father-in-law, grandchild, grandparent, or step-parent. Sick leave is also available for employees or their relatives as defined above, to provide or receive assistance because of sexual assault, domestic abuse or stalking. Employees will also be permitted to use sick leave to extend bereavement leave one work day immediately preceding and one day immediately following the approved bereavement leave. Sick leave will not be provided to use as paid time off for any other reason. In order to receive sick pay, the form must be submitted to and approved by the employee's supervisor.

Termination

Upon termination of employment, 25% of the balance of the accrued, unused sick time may be paid out to an employee in his/her final paycheck, providing the employee has given at least two full weeks of working notice and has been with BlueSky a minimum of 48 consecutive months. Two full weeks of working notice means the employee must actually work every day s/he was scheduled for two full weeks (10 business days) after giving notice, regardless of whether the employee is eligible to be paid for time missed from work.

Rehired Employees

An employee who has been rehired by BlueSky is eligible for sick hours based on his/her new hire date in the same manner as all other newly hired employees.

Leave of Absence

Each employee must inform his/her supervisor if s/he is requesting time off that may apply toward any type of leave of absence. Refer to the Leave of Absence section of this handbook for more information.

Cessation of Operations

In the unfortunate event BlueSky ceases operations for any reason, employees will not be entitled to receive payment for unused, accrued sick or personal hours.

4.1.2 Administrators

All Administrators receive time off in accordance with the school approved calendar. In addition, Administrators will receive vacation and sick hours.

Sick Leave

All Administrators are eligible to accrue sick leave on a July 1-June 30 calendar year basis. Sick leave accrual rates will be prorated for employees whose regular schedule is less than 40 but more than 30 hours per work week. Temporary and part time employees are not eligible to accrue sick hours.

All Administrators will begin accruing sick leave immediately upon hire and will be able to utilize sick leave upon the completion of 3 months of service. Employees will accrue at a rate of 4 hours per pay period. Eligible employees earn sick hours on a prorated (1/24 per month) basis for each pay period of service in which the employee is actively employed. Unless otherwise required by law, employees on unpaid leave of absence will not accrue sick leave. Sick leave may not be used before accrual. If sick leave is exhausted, available vacation time will be used in its place.

Sick Leave Balance

Sick leave may be carried over from year to year, up to a maximum balance of 400 hours. This accumulation provides for continued income in the event an employee is faced with a prolonged absence due to illness.

Scheduling and Utilization

Sick leave is available only in the case of actual illness or injury of an employee or the employee's spouse, domestic partner, or child, or for doctor or dentist appointments of the employee or the employee's children that cannot be scheduled outside of working hours. In addition, employees may use up to 160 hours annually for the care of an ill parent, sibling, mother-in-law, father-in-law, grandchild, grandparent, or step-parent. Sick leave is also available for employees or their relatives as defined above, to provide or receive assistance because of sexual assault, domestic abuse or stalking. Employees will also be permitted to use sick leave to extend bereavement leave one work day immediately preceding and one day immediately following the approved bereavement leave. Sick leave will not be provided to use as paid time off for any other reason. In order to receive sick pay, the form must be submitted to and approved by the employee's supervisor.

Rehired Employees

An employee who has been rehired by the School is eligible for sick hours based on his/her new hire date in the same manner as all other newly hired employees.

Leave of Absence

Each employee must inform his/her manager if s/he is requesting time off that may apply toward any type of leave of absence. Refer to the Leave of Absence section of this handbook for more information.

Cessation of Operations

In the unfortunate event BlueSky ceases operations for any reason, employees will not be entitled to receive payment for unused, accrued sick hours.

Termination

Upon termination of employment, 50% of the balance of accrued, unused sick hours may be paid out to an employee in his/her final paycheck, providing the employee has given at least two full weeks of working notice and has been with BlueSky a minimum of 48 consecutive months. Two full weeks of working notice means the employee must actually work every day s/he was scheduled for two full weeks (10 business days) after giving notice, regardless of whether the employee is eligible to be paid for time missed from work.

Vacation

Administrators receive vacation hours for planned time away from the office. Vacation may be used in one hour increments.

Accrual

All Administrators are eligible to accrue vacation on a July 1-June 30 calendar year basis. Vacation accrual rates will be prorated for employees whose regular schedule is less than 40 but more than 30 hours per workweek. Temporary and part time employees are not eligible to accrue vacation.

Newly hired employees will begin accruing vacation immediately upon hire. Eligible employees earn vacation hours on a prorated (1/24 per month) basis for each pay period of service in which the employee is actively employed. Unless otherwise required by law, employees on unpaid leave of absence will not accrue vacation.

During the plan year, employees will accrue 5 hours of vacation per pay period which is 15 days, or 3 weeks, per year. Employees may accrue up to a maximum of 240 vacation hours. Upon meeting the maximum accrual amount, an employee will stop accruing vacation. Employees may carry over their full vacation balance from one year to the next (on a calendar basis), not to exceed the maximum accrual.

Scheduling and Utilization

Each employee must schedule vacation time with the consent of his/her supervisor and is expected to provide sufficient notice of an absence, and not take last minute absences in problematic patterns (i.e., right before or after weekends or holidays). Employees may not utilize vacation time before accrual. Failure to follow these guidelines or incurring more than three occurrences of unscheduled vacation may lead to corrective action, up to and including termination of employment. Any time away from work must be substituted with vacation time. Employees may not take unpaid time off work unless pre-approved by his/her supervisor.

Leave of Absence

Each employee must inform his/her supervisor if s/he is requesting time off that may apply toward any type of leave of absence. Refer to the Leave of Absence section of this handbook for more information.

Termination

Upon termination of employment, accrued, unused vacation hours may be paid out to an employee in his/her final paycheck, providing the employee has given at least two full weeks of working notice and has been with BlueSky a minimum of 48 consecutive months. Two full weeks of working notice means the employee must actually work every day s/he was scheduled for two full weeks (10 business days) after giving notice, regardless of whether the employee is eligible to be paid for time missed from work.

Cessation of Operations

In the unfortunate event BlueSky ceases operations for any reason, employees will not be entitled to receive payment for unused, accrued vacation hours.

Holidays for Administrators

As part of the school calendar, BlueSky provides paid time off for eligible Administrators to celebrate certain business holidays.

Eligibility

All full-time Administrators are eligible for paid holiday time. Temporary and part time Administrators are not eligible for paid holiday time.

Holiday Benefit

Administrator holidays are as follows:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Typically, if a holiday occurs on a Saturday, the holiday will be observed on the preceding Friday and if a holiday occurs on a Sunday, the holiday will be observed on the following Monday.

Holiday hours are paid at straight time and do not count toward the calculation of hours worked for overtime pay.

Each leap year the Administrators will be granted one additional holiday. The date that the holiday will be observed will be determined at the beginning of the school year.

Limits

If a holiday occurs while an employee is on scheduled time off with pay (vacation or sick hours), that time is recorded as holiday time.

Employees are not eligible for holiday pay during an unpaid leave of absence. Employees who wish to observe, as periods of worship or commemoration, certain days that are not included in the School's regular holiday may request to use vacation time.

4.1.3 Non-Licensed Staff

Non-Licensed Staff receive separate banks of vacation and sick time.

Sick Leave

All full time non-licensed staff are eligible to accrue sick leave on a July 1-June 30 calendar year basis. Sick leave accrual rates will be prorated for employees whose regular work schedule is less than 40 but more than 30 hours per workweek. Temporary and part time employees are not eligible to accrue sick leave.

All non-licensed staff will begin accruing sick leave immediately upon hire and will be eligible to utilize sick leave upon the completion of 3 months of service. Employees will accrue at a rate of 4 hours per pay period. Eligible employees earn sick hours on a prorated (1/24 per month) basis for each pay period of service in which the employee is actively employed. Unless otherwise required by law, employees on unpaid leave of absence will not accrue sick leave. Sick leave may not be used before accrual. If sick leave is exhausted, available vacation time will be used in its place.

Sick Leave Balance

Sick leave may be carried over from year to year, up to a maximum balance of 400 hours. This accumulation provides for continued income in the event an employee is faced with a prolonged absence due to illness.

Scheduling and Utilization

Sick leave is available only in the case of actual illness or injury of an employee or the employee's spouse, domestic partner, or child, or for doctor or dentist appointments of the employee or the employee's children that cannot be scheduled outside of working hours. In addition, employees may use up to 160 hours annually for the care of an ill parent, sibling, mother-in-law, father-in-law, grandchild, grandparent, or step-parent. Sick leave is also available for employees or their relatives as defined above, to provide or receive assistance because of sexual assault, domestic abuse or stalking. Employees will also be permitted to use sick leave to extend bereavement leave one work day immediately preceding and one day immediately following the approved bereavement leave. Sick leave will not be provided to use as paid time off for any other reason. In order to receive sick pay, the form must be submitted to and approved by the employee's supervisor.

Rehired Employees

An employee who has been rehired by the School is eligible for sick hours based on his/her new hire date in the same manner as all other newly hired employees.

Leave of Absence

Each employee must inform his/her manager if s/he is requesting time off that may apply toward any type of leave of absence. Refer to the Leave of Absence section of this handbook for more information.

Cessation of Operations

In the unfortunate event BlueSky ceases operations for any reason, employees will not be entitled to receive payment for unused, accrued sick hours.

Termination

Non-Licensed staff are not eligible to be paid sick leave upon termination of employment.

Vacation

Non-licensed staff receive vacation hours for planned time away from the office. Vacation may be used in one hour increments.

Accrual

All non-licensed staff are eligible to accrue vacation on a July 1-June 30 calendar year basis. Vacation accrual rates will be prorated for employees whose regular work schedule is less than 40 but more than 30 hours per workweek. Temporary and part time employees are not eligible to accrue vacation.

Newly hired employees will begin accruing vacation immediately upon hire. Eligible employees earn vacation on a prorated (1/24 per month) basis for each pay period of service in which the employee is actively employed. Unless otherwise required by law, employees on unpaid leave of absence will not accrue vacation.

During the plan year, employees who work a 260 day schedule will accrue 5 hours of vacation prepay period which is 15 days per year. Employees who work a 240 schedule will accrue 4.62 hours of vacation per pay period which is 13.86 days per year. Employees who work a 220 schedule will accrue 4.23 hours per pay period which is 12.69 days per year. Employees may accrue to a maximum of 240 vacation hours. Upon meeting the maximum accrual amount, an employee will stop accruing vacation. Employees may carry over their full vacation balance from one year to the next (on a calendar year basis), not to exceed the maximum accrual.

Scheduling and Utilization

Each employee must schedule vacation time with the consent of his/her supervisor and is expected to provide sufficient notice of an absence, and not take last minute absences in problematic patterns (i.e., right before or after weekends or holidays). Employees may not utilize vacation time before accrual. Failure to follow these guidelines or incurring more than three occurrences of unscheduled vacation may lead to corrective action, up to and including termination of employment. Any time away from work must be substituted with vacation time. Employees may not take unpaid time off work unless pre-approved by his/her manager.

Leave of Absence

Each employee must inform his/her supervisor if s/he is requesting time off that may apply toward any type of leave of absence. Refer to the Leave of Absence section of this handbook for more information.

Termination

Upon termination of employment, 25% of the balance of accrued, unused vacation hours may be paid out to an employee in his/her final paycheck, providing the employee has given at least two full weeks of working notice and has been with BlueSky a minimum of 48 consecutive months. Two full weeks of working notice means the employee must actually work every day s/he was scheduled for two full weeks (10 business days) after giving notice, regardless of whether the employee is eligible to be paid for time missed from work.

Cessation of Operations

In the unfortunate event BlueSky ceases operations for any reason, employees will not be entitled to receive payment for unused, accrued vacation or sick hours.

Holidays for Non-Licensed Staff

BlueSky provides paid time off for eligible employees to celebrate certain business holidays.

Eligibility

All full time non-licensed staff are eligible for paid holiday time. Temporary and part time employees are not eligible for paid holiday time.

Holiday Benefit

BlueSky recognizes paid holidays for non-licensed staff as follows.

Non-Licensed Staff who follow the 260 calendar:

New Year's Day
Martin Luther King Jr. Day **OR** President's Day
Additional 2 days during Spring Break
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve

Christmas Day

Additional 2 days between Christmas and New Year

Non-Licensed Staff who follow the 240 calendar:

New Year's Day

Martin Luther King Jr. Day **OR** President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve

Christmas Day

Non-Licensed Staff who follow the 220 calendar:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Christmas Day

Typically, if a holiday occurs on a Saturday, the School will observe that holiday on the preceding Friday and if a holiday occurs on a Sunday, the School will observe that holiday on the following Monday.

Holiday hours are paid at straight time and do not count toward the calculation of hours worked for overtime pay.

Each leap year non-licensed staff will be granted one additional holiday. The date that the holiday will be observed will be determined at the beginning of the school year.

Limits

If a holiday occurs while an employee is on scheduled time off with pay (vacation or sick hours), that time is recorded as holiday time.

Employees are not eligible for holiday pay during an unpaid leave of absence. Employees who wish to observe, as periods of worship or commemoration, certain days that are not included in the School's regular holiday may request to use vacation time.

Holidays Worked

Under certain circumstances, employees may be required to work on some or all paid holidays. Non-exempt employees who are required or request and are approved to work on a paid holiday will receive their regularly hourly rate for all hours worked and additional vacation time equal to the number of hours worked on the holiday.

4.2 Excused Absence

4.2.1 Death of a Family Member

An employee may take up to three (3) paid workdays off for the death of an immediate family member (defined as an employee's spouse, domestic partner, father, mother, child, brother, and sister). An employee may take one (1) paid workday off for the death of a grandfather, grandmother, father-in-law, mother-in-law, or grandchild.

The deaths of step-relations are considered to be the same as their equivalent (e.g., step-parent is the same as parent). Employees who require additional time off may request to use any unused, accrued applicable time off with pay (personal day, vacation). Likewise, time taken for the death of other individuals may be approved as excused paid time through applicable time off with pay (personal day, vacation) with their supervisor approval.

Employees will be permitted to use sick leave to extend bereavement leave one work day immediately preceding and one day immediately following the approved bereavement leave.

The School reserves the right to request proof of death of the immediate family member or relative. Proof of death can be in the form of a copy of the death certificate, obituary, or letter from the funeral home.

4.2.2 Jury Duty

Employees who fulfill their jury duty obligation will be paid their regular pay minus any pay received from the jury system for the first ten (10) days of jury duty. Upon receipt of a jury summons, an employee must notify his/her supervisor and provide a copy of the summons. The employee must submit his/her Certificate of Service (Dismissal Notice) or jury pay receipts to HR when s/he returns to work. Jury receipts will be retained in the employee's file.

4.2.3 School Conferences & Activities

Under MN Statute §181.9412, employers must provide employees with at least 16 hours of unpaid leave per school year to attend school conferences or activities which cannot be scheduled during non-work hours. Employees may request to use paid leave (Personal Day,

Vacation) in lieu of unpaid leave. Employees must give reasonable notice of intent to use this leave, where possible.

4.2.4 Time Off to Vote

Minnesota Statute §204C.04 allows employees to take time off for the time necessary to vote in a state election without a reduction in pay.

Subd. 1 Right to be absent. Every employee who is eligible to vote in an election has the right to be absent from work for the time necessary to appear at the employee's polling place, cast a ballot, and return to work on the day of that election, without penalty or deduction from salary or wages because of the absence. An employer or other person may not directly or indirectly refuse, abridge, or interfere with this right or any other election right of an employee.

Subd. 2. Elections covered. For purposes of this section, "election" means a regularly scheduled election, an election to fill a vacancy in the office of United States senator or United States representative, an election to fill a vacancy in nomination for a constitutional office, or an election to fill a vacancy in the office of state senator or state representative.

Subd. 3. Penalty. A person who violates this section is guilty of a misdemeanor, and the county attorney shall prosecute the violation.

4.3 Unexcused Absences

Absences without proper notification and/or approval (unexcused absences) may lead to corrective action, up to and including termination of employment.

4.4 Military Leave

BlueSky is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, including the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), it is the School's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his/her rights under applicable law. If any employee believes that s/he has been subjected to discrimination in violation of this policy, s/he should contact Human Resources.

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service.

Employees requesting leave for military duty should contact Human Resources to request leave as soon as they are aware of the need for leave.

4.5 Family and Medical Leave of Absence (FMLA)

Family or Medical Leave of Absence (hereinafter referred to as FMLA) is a leave of absence available to eligible employees for up to 12 weeks in any 12 month period (or 26 workweeks if 12 of those work weeks are due to Service Member Family Leave), or 26 weeks for Service Member family leave. The 12 month period is a rolling 12 month period measured from the date an employee first uses any leave. The leave is unpaid unless the employee is utilizing paid time off, or is collecting benefits from another source. Staff must also have worked 1250 hours in preceding 12 months in order to be eligible for FMLA. Employees who do not qualify for FMLA may still qualify for leave under the Americans with Disabilities Act (ADA).

4.5.1 Eligibility

Employees who have been employed by BlueSky 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 eligible for leave. An employee may be eligible for leave under FMLA for one or more of the following reasons:

- The birth of a son or daughter, and to care for the newborn child;
- The placement of a child with the employee for adoption and foster care, and to care for the newly placed child;
- To care for an immediate family member (spouse, child, or parent-but not parent “in-law”) with a serious health condition;
- When an employee is unable to work because of a serious health condition.

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:

- Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility; or
- A period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by a health care provider; or
- Any period of incapacity due to pregnancy, or for prenatal care; or
- Any period of incapacity (or treatment therefore) due to a chronic serious health condition; or
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer’s, stroke, etc.); or
- Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated.

Furthermore, employees are entitled to 12 work weeks of leave because of any “qualifying exigency” arising out of the fact that the employee’s spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a “contingency operation”.

The term “contingency operation” includes military actions as designated by the Secretary of Defense involving hostilities against an enemy of the United States or other calls to duty during times of war or national emergency.

4.5.2 Service Member Family Leave

Service Member Family Leave entitles an eligible employee who is a spouse, child, parent, or next of kin of a covered service member to a total of 26 work weeks of leave during a 12 month period to care for a covered service member.

“Covered service members” are those members of the Armed Forces, including the National Guard or Reserves, who are undergoing medical treatment, recuperation or therapy, are in outpatient status, or are on the temporary disability retired list due to an injury or illness incurred in the line of duty.

“Next of kin” is defined as the nearest blood relative of the covered service member.

During any 12 month period, an eligible employee is entitled to a maximum combined total of 26 work weeks of leave under the Service Member Family Leave and any of the five entitlements to 12 work weeks of leave.

4.5.3 Reduced Schedule or Intermittent Leave

Intermittent or reduced schedule leave may be taken when medically necessary for the employee’s serious health condition or to provide care to a spouse, child or parent with a serious health condition, or to care for a newborn or newly placed adopted or foster care child with employer’s approval. The amount of leave to which part time employees are entitled under a reduced schedule or intermittent leave is determined on a pro-rata or proportional basis by comparing the new schedule with the employee’s normal schedule. If leave is requested on an intermittent basis, BlueSky may temporarily transfer the employee to an alternative position with equivalent pay and benefits that better accommodate recurring periods of absence or a part time schedule.

With proper certification, an employee may take Service Member Family Leave on an intermittent basis or pursuant to a reduced leave schedule.

BlueSky requires an employee on open ended intermittent FMLA to provide status reports (recertification) concerning his/her condition every 30 days.

Employees are entitled to intermittent or reduced schedule leave only under certain circumstances. Under FMLA, employees are entitled to take intermittent FMLA leave or leave on a reduced schedule when their own serious health condition renders him/her unable to do his/her job. In addition, employees are entitled to take intermittent or reduced schedule leave to care for a spouse, child, or parent with a serious health condition. In either case, medical documentation is required before BlueSky can grant leave. Employees are not entitled to intermittent or reduced schedule leave for any other reason. Requests for leave in these situations will be considered on a case by case basis and may be granted if there is minimal disruption to the business and BlueSky determines that the employee’s position can easily accommodate such a leave schedule.

4.5.4 Notice and Procedure for Requesting Leave

When the need for leave is foreseeable, the employee must provide at least 30 days advance notice and make efforts to schedule leave so as not to disrupt school operations. Foreseeable leave may be postponed if the employee does not give at least 30 days of notice. If circumstances require the leave begin in less than 30 days, the employee must notify their supervisor and Human Resources as soon as it is possible. Requests for leave must be submitted on a "Request for Leave of Absence" form, which can be obtained from the HR department.

Supervisors who learn that an employee's absence may qualify for FMLA should immediately contact HR so the appropriate documentation can be sent to the employee.

4.5.5 Certification for Medical Leave

In the case of Medical or Service Member Family Leave, BlueSky will request a medical certification to be provided to HR on a form provided by BlueSky. The certification must be returned within 15 days of receipt of the FMLA Notice of Eligibility or the leave may be delayed until certification is received. The certification will include the date on onset, the probable duration, type of treatment and appropriate medical facts concerning the condition.

If the employee is seeking medical leave for his/her own serious health condition, the certification must also state the employee is unable to perform the functions of the position. If the employee is seeking a Medical or Service Member Family Leave to care for a family member, their certification must also state that the employee is needed to care for the family member and an estimate of the amount of time the employee will be needed. Additional requirements may apply if the employee seeks leave on an intermittent or part time basis. Situations such as these should be discussed with Human Resources.

4.5.6 School Responsibility to Grant Leave

BlueSky will examine all leave requests and, based on information given, either deny or grant the leave. In situations where there are fewer than 50 employees within a 75 mile radius, BlueSky may not be required to grant leave. Additionally, some leaves requested will not fall under FMLA. BlueSky will, in its sole discretion, decide whether to grant a General Leave of Absence (LOA) of a specified duration when FLMA leave is not available or denied. Even if denied leave under FMLA, employees may still be eligible for leave under other policies such as the Minnesota Parental Leave Act or the Americans with Disabilities Act. Refer to the appropriate sections of the handbook for further information.

4.5.7 Periodic Reporting

BlueSky may require the employee on FMLA to report periodically on his/her status and intention to return to work.

4.5.8 Use of Time off With Pay

Employees are required to use (in order) unused, accrued applicable time off with pay (personal day, vacation, sick hours) during FMLA. Employees are not allowed to use future time off that has not yet been accrued during FMLA. Employees who qualify for other leave programs in addition to FMLA are required to use such time concurrently with FMLA.

4.5.9 Benefits While on Family or Medical Leave

Group Health Insurance: Unless the employee revokes his/her participation in writing, while the employee is on FMLA leave, BlueSky will continue to pay its portion of the premiums for health care coverage at the same contribution rate as if the employee were an active employee. The employee is responsible for paying his/her portion of the premiums.

In the event that an employee does not return to active status, the coverage termination date will be considered the qualifying life event for commencing COBRA benefits.

Flexible Spending Account (FSA) and 403(b): If an employee takes a leave of absence under FMLA, s/he should contact Human Resources to discuss continued participation in the Flexible Spending Account(s) during leave. In general, if an employee takes an unpaid Family or Medical leave, s/he may continue to participate in the FSA plan(s) provided s/he continues to remit his/her contributions.

403(b) contributions will be deducted from any wages paid to the employee by BlueSky.

Remittance of Employee Contributions: An employee can elect to pay for benefits in one of the following four ways:

1. If utilizing time off with pay, on a pre-tax basis through regular payroll deduction or;
2. On a pre-tax basis by requesting deductions of the required contributions from the employee's paycheck(s) before the leave (due to certain tax law restrictions, employees can only pre-pay on a pre-tax basis through the end of Plan Year). An employee should contact Human Resources to set up prepayment; or
3. On an after-tax basis by a single lump sum payment at the beginning of the leave. An employee should contact Human Resources to setup prepayment; or
4. On an after-tax basis during the leave by sending their payment to BlueSky on or before the 1st of each month. An employee should contact Human Resources to set up pay as you go.

If the employee fails to pay his/her contribution within 15 days of the due date, BlueSky will provide the employee with written notice of cancellation of coverage if the premium is not received within 30 days of the original due date. If the employee fails to remit his/her portion of the premium, his/her health insurance will be cancelled back to the last "paid through" date (i.e., the last date through which the employee paid for coverage). Any claims incurred after the termination of insurance date will be the financial responsibility of the employee.

These benefits may be reinstated upon the employee's return to work, however, they may be subject to the waiting period.

Life and AD&D Insurance: Insurance coverage will continue while the employee is on FMLA.

Holiday Pay and Accruals: Employees using applicable time off with pay (personal day, vacation, sick hours) during FMLA are entitled for holiday pay and/or to accrue paid leave. Once an employee is on unpaid time off during FMLA, they are not eligible for holiday pay or accrual of paid leave.

4.5.10 Other Conditions of FMLA Leave

Returning from Leave: Employees are expected to return to work on the business day following the completion of the approved FMLA leave.

Employees must confirm their intended return date with Human Resources and their supervisor five working days before the expected date of return. Failure to make the appropriate notifications could result in a delay of the employee's first paycheck.

Physician's Release Form: If the FMLA is taken for the employee's own serious health condition, prior to returning to work, the employee is required to provide, from his/her physician, a Physician's Release Form (return to work) certifying the employee is physically able to report to work and/or noting any restrictions. Return to work may be denied to the employee until such certification has been provided to Human Resources.

Reinstatement: An employee will be returned to his/her former position, or one of equivalent pay, benefits and condition of employment, at the conclusion of the FMLA, provided that the employee has no greater right to reinstatement or other benefits and conditions of employment than if the employee had been continually employed during the FMLA leave period, and provided that the position would not have otherwise been eliminated during the leave. The benefits accrued prior to the leave will be maintained.

Failure to Return from Family or Medical Leave: In the event an employee elects not to return to work upon completion of FMLA, BlueSky may recover from the employee the cost of any BlueSky contribution made to maintain the employee's group medical plan benefits during any period of unpaid FMLA, unless the failure to return to work is for reasons beyond the employee's control, such as continuation of a serious health condition.

Key Employees: If the employee is salaried and is among the highest paid ten percent of the School, BlueSky may deny reinstatement to the employee if it determines that reinstatement of the employee would result in substantial and grievous economic injury to the School. BlueSky will determine if reinstatement would result in substantial injury to the School prior to the commencement of the employee's FMLA leave.

Restrictions: While on FMLA leave, an employee may not be gainfully employed by another employer.

This policy is meant to conform to the Family Medical Leave Act of 1993 and its regulations, as amended. Specific terms, requirements or limitations can be found in, and BlueSky may rely on, the Federal Regulations interpreting the FMLA.

4.6 Minnesota Parental Leave Act

The Minnesota Parental Leave Act is a leave of absence available to eligible employees for up to 12 weeks of unpaid leave upon the birth or adoption of their child. Both mothers and fathers are eligible to request parental leave. Eligible employees who are granted leave under the Minnesota Parental Leave Act as well as FMLA must use the leave concurrently, so that the total amount of leave is not to exceed 12 weeks.

4.6.1 Notice and Procedure for Requesting Leave

When the need for leave is foreseeable, the employee must provide at least 30 days advance notice and make efforts to schedule leave so as not to disrupt school operations. Foreseeable leave may be postponed if the employee does not give at least 30 days of notice. If circumstances require the leave begin in less than 30 days, the employee must notify their supervisor and Human Resources as soon as it is possible. Requests for leave must be submitted on a "Request for Leave of Absence" form, which can be obtained from the HR department.

Parental Leave must begin no more than twelve months of the birth or adoption of a child, except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within twelve months after the child leaves the hospital.

4.6.2 Periodic Reporting

BlueSky may require the employee on FMLA to report periodically on his/her status and intention to return to work.

4.6.3 Use of Time off with Pay

Employees are required to use (in order) unused, accrued applicable time off with pay (personal day, vacation, sick hours) during parental leave. Employees are not able to use future time off that has not yet been accrued during parental leave. Employees who qualify for other leave programs in addition to parental leave are required to use such time concurrently with parental leave.

4.6.4 Benefits While on Parental Leave

Group Health Insurance: Unless the employee revokes his/her participation in writing, while the employee is on parental leave, BlueSky will continue to pay its portion of the premiums for health care coverage at the same contribution rate as if the employee were an active employee. The employee is responsible for paying his/her portion of the premiums.

In the event that an employee does not return to active status, the coverage termination date will be considered the qualifying life event for commencing COBRA benefits.

Flexible Spending Account (FSA) and 403(b): If an employee takes a leave of absence under the MN Parental Leave Act, s/he should contact Human Resources to discuss continued participation in the Flexible Spending Account(s) during leave. In general, if an employee takes an unpaid parental leave, s/he may continue to participate in the FSA plan(s) provided s/he continues to remit his/her contributions.

403(b) contributions will be deducted from any wages paid to the employee by BlueSky.

Remittance of Employee Contributions: An employee can elect to pay for benefits in one of the following four ways:

1. If utilizing time off with pay, on a pre-tax basis through regular payroll deduction or;
2. On a pre-tax basis by requesting deductions of the required contributions from the employee's paycheck(s) before the leave (due to certain tax law restrictions, employees can only pre-pay on a pre-tax basis through the end of Plan Year). An employee should contact Human Resources to set up prepayment; or
3. On an after-tax basis by a single lump sum payment at the beginning of the leave. An employee should contact Human Resources to setup prepayment; or
4. On an after-tax basis during the leave by sending their payment to BlueSky on or before the 1st of each month. An employee should contact Human Resources to set up pay as you go.

If the employee fails to pay his/her contribution within 15 days of the due date, BlueSky will provide the employee with written notice of cancellation of coverage if the premium is not received within 30 days of the original due date. If the employee fails to remit his/her portion of the premium, his/her health insurance will be cancelled back to the last "paid through" date (i.e., the last date through which the employee paid for coverage). Any claims incurred after the termination of insurance date will be the financial responsibility of the employee.

These benefits may be reinstated upon the employee's return to work, however, they may be subject to the waiting period.

Life and AD&D Insurance: Insurance coverage will continue while the employee is on parental leave.

Holiday Pay and Accruals: Employees using applicable time off with pay (personal day, vacation, sick hours) during parental leave are entitled for holiday pay and/or to accrue paid leave. Once an employee is on unpaid time off during parental leave, they are not eligible for holiday pay or accrual of paid leave.

4.6.5 Other Conditions of Parental Leave

Returning from Leave: Employees are expected to return to work on the business day following the completion of the approved parental leave.

Employees must confirm their intended return date with Human Resources and their supervisor five working days before the expected date of return. Failure to make the appropriate notifications could result in a delay of the employee's first paycheck.

Reinstatement: An employee will be returned to his/her former position, or one of equivalent pay, benefits and condition of employment, at the conclusion of parental leave, provided that the employee has no greater right to reinstatement or other benefits and conditions of employment than if the employee had been continually employed during the parental leave period, and provided that the position would not have otherwise been eliminated during the leave. The benefits accrued prior to the leave will be maintained.

Failure to Return from Parental Leave: In the event an employee elects not to return to work upon completion of parental leave, BlueSky may recover from the employee the cost of any BlueSky contribution made to maintain the employee's group medical plan benefits during any period of unpaid parental leave, unless the failure to return to work is for reasons beyond the employee's control, such as continuation of a serious health condition.

Restrictions: While on parental leave, an employee may not be gainfully employed by another employer.

4.7 General Leave of Absence

Under certain circumstances, BlueSky may grant a general leave of absence (LOA) to employees who are not eligible for other leave programs. The LOA is unpaid unless the employee is receiving benefits through another source. Employees are required to utilize unused, accrued applicable time off with pay (personal day, vacation, sick hours) concurrently with the LOA. Employees are not allowed to use future time off that has not been accrued during LOA. Please note, a General LOA is not required by law and, although BlueSky will make every effort to reassign a returning employee to his/her former position, there is no requirement that the employer return the employee to his/her same or similar position, and the employee may be terminated if his/her position is not available at the end of the leave.

4.7.1 Eligibility and Duration of Leave

Eligible employees may be approved to take General LOA for a maximum of 6 weeks in any rolling 12 month period.

4.7.2 Benefits While on LOA

Group Health Insurance: Unless the employee revokes his/her participation in writing, while the employee is on a LOA, BlueSky will continue to pay its portion of the premiums for health care coverage at the same contribution rate as if the employee were an active employee. The employee is responsible for paying his/her portion of the premiums.

In the event that an employee does not return to active status, the coverage termination date will be considered the qualifying life event for commencing COBRA benefits.

Flexible Spending Account (FSA) and 403(b): If an employee takes a General Leave of Absence, s/he should contact Human Resources to discuss continued participation in the Flexible Spending Account(s) during leave. In general, if an employee takes an unpaid LOA s/he may continue to participate in the FSA plan(s) provided s/he continues to remit his/her contributions.

403(b) contributions will be deducted from any wages paid to the employee by BlueSky.

Remittance of Employee Contributions: An employee can elect to pay for benefits in one of the following four ways:

1. If utilizing time off with pay, on a pre-tax basis through regular payroll deduction or;
2. On a pre-tax basis by requesting deductions of the required contributions from the employee's paycheck(s) before the leave (due to certain tax law restrictions, employees can only pre-pay on a pre-tax basis through the end of Plan Year). An employee should contact Human Resources to set up prepayment; or
3. On an after-tax basis by a single lump sum payment at the beginning of the leave. An employee should contact Human Resources to setup prepayment; or
4. On an after-tax basis during the leave by sending their payment to BlueSky on or before the 1st of each month. An employee should contact Human Resources to set up pay as you go.

If the employee fails to pay his/her contribution within 15 days of the due date, BlueSky will provide the employee with written notice of cancellation of coverage if the premium is not received within 30 days of the original due date. If the employee fails to remit his/her portion of the premium, his/her health insurance will be cancelled back to the last "paid through" date (i.e., the last date through which the employee paid for coverage). Any claims incurred after the termination of insurance date will be the financial responsibility of the employee.

These benefits may be reinstated upon the employee's return to work, however, they may be subject to the waiting period.

Life and AD&D Insurance: Insurance coverage will continue while the employee is on a LOA.

Holiday Pay and Accruals: Employees using applicable time off with pay (personal day, vacation, sick hours) during LOA are entitled for holiday pay and/or to accrue paid leave. Once an employee is on unpaid time off during LOA, they are not eligible for holiday pay or accrual of paid leave.

4.7.3 Other Conditions of General Leave of Absence

Status Reports: BlueSky may require an employee on LOA to provide status reports concerning his/her condition.

Returning from Leave: Employees are expected to return to work on the business day following the completion of the approved LOA.

Employees must confirm their intended return date with Human Resources and their supervisor five working days before the expected date of return. Failure to make the appropriate notifications could result in a delay of the employee's first paycheck.

Physician's Release Form: If the LOA is taken for the employee's own serious health condition, prior to returning to work, the employee is required to provide, from his/her physician, a Physician's Release Form (return to work) certifying the employee is physically able to report to work and/or noting any restrictions. Return to work may be denied to the employee until such certification has been provided to Human Resources.

Reinstatement: At the conclusion of the LOA, although BlueSky will make every effort to return the employee to his/her former position, the employee is not guaranteed reinstatement to his/her former position.

However, the employee will be reinstated to his/her former position if, during the LOA, the position has not been filled or eliminated due to operational needs. If the employee's position has been filled, s/he will be eligible to be considered for any other open position for which s/he is qualified. If no position is available, the employee will be terminated without prejudice and will be eligible to reapply for employment in the future.

Returning to Work on a Reduced Schedule or with Restrictions: Based on physician recommendation, an employee may be eligible to return to work on a reduced schedule. Upon receiving documentation of the physician's recommendation, the employee should contact Human Resources to discuss. Human Resources will then discuss the request with other appropriate parties and arrive at a determination of the feasibility of the request.

Other Employment: While on LOA, an employee cannot accept other employment or be self-employed. Doing so may lead to corrective action up to and including termination of employment.

4.8 Pregnancy/Lactation/Breastfeeding Accommodations

Any employee who is pregnant may request more frequent restroom, food and water breaks, access to seating, and limits on lifting more than 20 pounds. A pregnant employee may request other reasonable workplace accommodations when she has been given advice from her healthcare provider or doula, and when the accommodation would not impose an undue hardship on BlueSky's business. Other accommodations may include the temporary transfer to a less strenuous or hazardous job.

Any employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk for her baby. When employees are onsite at the BlueSky office, a private breastfeeding room is available for staff, and staff are able to use the refrigerator in the kitchen. Any breast milk stored in the refrigerator must be labeled with the name of the employee. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration or tampering.

5.0 Employee Responsibilities

5.1 Philosophy

In the charter school community, as in all communities, there are rules of conduct and safety designed to provide a safe and productive environment for all. BlueSky believes such rules of conduct and safety should be administered and understood. Employees are expected to exercise common sense, safety precautions, and sound judgment in the exercise of their day-to-day responsibilities.

5.2 Job Performance

Employees are expected to perform their assignments, responsibilities, and duties in a timely, professional, and highly competent manner. Each employee's supervisor should inform him/her of performance expectations. Any employee who believes s/he needs additional training should notify their supervisor. Employees are expected to work all hours for which they are paid. Loitering, sleeping, and/or engaging in unauthorized or excessive visiting during work time is prohibited. Any action or behavior to the contrary or that is disruptive to the employee's performance or the performance of fellow employees is prohibited and could be subject to corrective action up to and including termination of employment.

5.3 Weapons Policy

No person shall possess, use or store a weapon or look-alike weapon in school buildings, on school grounds, in school vehicles or at school-sponsored activities, except as other specifically provided. A dangerous weapon or look-alike weapons is defined to include, but not limited to, guns, electric weapons, knives, metallic knuckles, martial arts equipment, combustible liquid, or any other object which is capable of inflicting bodily harm, property damage or which endangers the health and safety of students and staff.

The only exceptions to this policy are:

- weapons under the control of law enforcement discharging their official duties, military personnel who are armed in the line of duty or students or non-students participating in military training;
- keeping or storing a pistol in a motor vehicle in accordance with Minn. Stat. §§624.714 or 624.715 or other firearms in accordance with Minn. Stat. §976.045;
- theatrical props used in appropriate settings, starter pistols used in appropriate sporting events or archery equipment properly used in physical education classes;
- a gun or knife show held on school grounds;
- written permission from the Executive Director or designee to possess a weapon as defined above;
- possession on unimproved property owned or used by BlueSky unless the person in possession knows or has reason to know that a student is currently on the land for a school related activity.

Violation of this policy will be reported to law enforcement and is subject to corrective action up to and including termination of employment. BlueSky is also required to report to the Commissioner of Education incidents involving the use or possession of a dangerous weapon in school zones.

5.4 Workplace Violence

BlueSky provides a safe workplace free of intimidation and violence and has zero tolerance for this type of misconduct.

5.4.1 Prohibited Conduct

Violence shall be defined as unwanted or hostile physical contact or threats of such contact, or any actual or threatened assault or violent act, whether expressed in words or behavior that takes place on BlueSky premises or during the course of school business or that involves BlueSky employees or property. Prohibited conduct includes but is not limited to:

- Physical Attack is an unwanted or hostile physical contact such as hitting, fighting, pushing, shoving, tripping, using force to physically restrain or coerce, throwing objects, and other types of offensive physical contact.
- Threat is the expression of a present or future intent to cause physical or mental harm. An expression constitutes a threat without regards to whether the party communicating has the present ability to do harm and without regards to whether the expression is contingent, conditional, or future.
- Harassment is behavior or communication designed or intended to intimidate, menace, or frighten another person, including stalking or other repeated patterns of following or harassing another person, obscenities, or abusive language directed at another individual, and/or persistently aggressive or provoking behavior or language.
- Property damage is behavior or acts that contribute to the destruction, defacing, or damage of private property.

Violence, physical threats, harassment, and property damage are always prohibited, especially whenever the act, behavior, or communication is abusive and could cause another person physical or psychological harm or damages school or employee property or disrupts the work tasks of an individual or group of people.

The use or possession of any weapon while on BlueSky premises or while working on behalf of BlueSky is prohibited whether or not the individual is legally entitled to possess or carry a firearm.

Employees who exhibit prohibited conduct may be subject to corrective action, up to and including termination of employment.

5.4.2 Reporting and Preventing Violence

All incidents of workplace violence and/or possession of weapons should be reported immediately to BlueSky management and Human Resources.

Even if no actual threat exists, employees should report behavior they regard as threatening or violent. For example, employees should report:

- On/off duty fighting between employees on BlueSky property or premises;
- The display or presence of weapons on BlueSky property or premises (regardless of who it affects, including vendors and customers)
- Behavior of a co-worker that clearly indicates s/he might be a danger to himself/herself or others;
- Any threats received as a result of domestic disputes.

Because workplace violence may result from violence in the home, any employee who has experienced domestic violence and who has applied for and/or obtained a protective or restraining order that lists BlueSky facility as a protected area should notify the Executive Director and Human Resources.

Employees reporting violations in good faith, as well as employees who report situations involving domestic violence, will be protected from employment-related retaliation. Information will be considered confidential and disclosed only on a need-to-know basis. Human Resources should be notified of all incident.

In response to serious acts of aggression, death/suicide threats, or escalating situations, the Executive Director or Human Resources should contact the local police.

5.4.3 Reporting Procedure for Workplace Violence

Any employee who witnesses or experiences any form of workplace violence by any manager, co-employee, student, parent, or any person in connection with employment at the School, even if the employee is not sure that such prohibited conduct has occurred, is expected to bring this matter to the attention of his/her supervisor. If the employee wouldn't be comfortable bringing the matter to the attention of his/her supervisor, then s/he should contact the Executive Director, Assistant Director, Director of Student Services, or Human Resources. Employees who knew of information about threats or violence but did not notify an appropriate person consistent with this procedure, will be subjected to appropriate corrective action.

Complaints of violence or threats will be taken seriously and investigated in a timely and appropriate manner. Every effort will be made to investigate all such allegations in as confidential a manner as possible. BlueSky's obligation to investigate will generally include interviewing the accused offender. Only those individuals with a need to know will be involved or informed of the investigation.

Any form of retaliation against an individual who reports or serves as a witness to violence or threats will not be tolerated.

Any employee who is determined, after investigation, to have engaged in threats or violence or other inappropriate behavior including retaliation as discussed above, in violation of this policy, will be subject to appropriate corrective action, up to and including termination of employment.

5.5 Maltreatment of Minors

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

It is the policy of BlueSky Charter School to fully comply with Minn. Stat. §626.556 requiring school personnel to report suspected child neglect or physical or sexual abuse. It is a violation of this policy for any school personnel to fail to immediately report instances of child neglect, or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

5.5.1 Reporting Procedures

A person mandated to report under this policy shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years to the local welfare agency, police department, county sheriff, or agency responsible for assisting or investigating maltreatment.

1. Alleged abuse or neglect that occurred outside of a public school facility should be reported to the local welfare agency, police department or county sheriff.
2. Alleged abuse or neglect that occurred in a public school facility or at a school activity should be reported to the Minnesota Department of Education (“MDE”). Reports may be made to MDE 24 hours per day by calling (651) 582-8546.

If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report should identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.

A person mandated to report under this policy who knows or has reason to know of the deprivation of parental rights or a kidnapping of a child shall immediately report the information to the local police department or the county sheriff.

A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter’s employment, or the child’s access to the school.

To read the full policy, refer to “BlueSky Charter School Policy No. 4.7.1 Maltreatment of Minors/Mandatory Reporting” at www.blueskyschool.org/about-us/bluesky-board/board-policies.

5.6 Attendance

An essential job function is regular attendance and reliability. Employees are expected to report to work and leave work in accordance with their scheduled hours of work, not overextend breaks, and demonstrate good attendance. Staff are expected to attend all staff meetings, parent/teacher conferences, and retreats. If an employee cannot attend one of these events, s/he must contact his/her supervisor for prior approval and must use applicable time off with pay (personal day, vacation) to cover the absence.

Employees are expected to be available for correspondence as outlined below:

- Monday-Friday: Employees should be available for correspondence for a minimum of 4 hours between the hours of 8:30 am – 4:30 pm, and should respond accordingly.
- Monday-Friday: Employees should respond to correspondence within 24 hours.

Staff members may be asked to work evenings/weeks from time to time. However, it should not be expected that employees regularly respond to correspondence received in the evening or over a weekend. For correspondence received in the evening or over a weekend, the sender of the correspondence should not expect a response until the next working day.

If an employee is going to be unavailable for the duration of an entire workday they are expected to arrange for another staff member to respond to necessary correspondence.

Excessive unavailability due to absenteeism, late arrivals, early departures, or loafing at work will result in corrective action up to and including termination of employment. An approved leave of absence or absences due to workers compensation injuries shall not be considered in determining whether absenteeism is excessive. If an employee does not report for work for two consecutive business days without directly notifying his/her supervisor, s/he will be considered to have voluntarily resigned his/her position with BlueSky. If an employee works from home and is not reachable for two consecutive business days, s/he will be considered to have not reported to work, and therefore will be considered to have voluntarily resigned his/her position.

5.6.1 Absence Reporting

When an employee knows or anticipates that s/he will be absent or tardy for any reason, s/he must inform his/her supervisor, preferably the day before or prior to the start of the shift, stating the reason for the absence. Contacting another employee is not sufficient. Employees must then fill out a Time off Request Form and send it to their supervisor for approval, and to Human Resources. It is the employee's responsibility to keep their supervisor informed of all absences.

5.6.2 Tardiness

Inappropriate or non-productive use of time contributes to increased operating expense and reduced student/parent satisfaction. All employees are expected to be at meetings on time, which means being at the designated meetings at the scheduled starting time and remain through the entire meeting and not depart early.

5.6.3 Working at the School Office

Although the office does not have core hours, BlueSky does require at least one employee to be in the office between the hours of 8:30am and 4:30pm, Monday through Friday.

Administrators will designate certain times for each employee to be in the office during the week to ensure this requirement is met. Employees are required to be in the office during assigned hours. If an employee is unable to fill the requirement of his/her assigned hours, s/he is responsible for finding someone to cover the hours.

5.7 Solicitation and Distribution

The term “solicitation” includes verbal persuasion for materials and/or services not related to, approved BlueSky business, including but not limited to solicitation of funds or signatures, membership drives, or attempts to sell merchandise or services.

The term “distribution” includes the dissemination of written materials not related to, approved BlueSky business, including but not limited to the dispersal of literature and attempts to sell merchandise or services.

Employees may not engage in solicitation or distribution for any purpose during their own work hours or the work hours of the person targeted for the solicitation or distribution. Work hours do not include authorized meal or rest breaks.

Employees may not engage in distribution for any purpose in work areas or on school property.

The posting of materials or electronic announcements by employees is not permitted unless approved and in conjunction with a school sponsored function or event.

Non-employees may not engage in solicitation or distribution at any time on BlueSky premises without prior written approval.

The Executive Director may authorize a limited number of fund drives by employees on behalf of charitable organizations or for employee gifts. BlueSky encourages employees to volunteer to assist and contribute to these drives, but their participation and donations are entirely voluntary.

5.8 Licensure

Any employee who is required to have a license to perform his/her job is required to take the appropriate steps to keep the license active and current. Failure to do so may result in disciplinary action up to and including termination of employment.

5.9 Visitors in the Workplace

BlueSky permits staff to bring visitors into the workplace, including young children. Employees who choose to bring visitors must adhere to the following conditions:

- Visitors are the responsibility of the employee. The employee is responsible for ensuring their visitor does not cause a disturbance to normal business, and that all messes or damages created by the visitor are promptly cleaned by the employee, including stain removal if necessary.

- Visitors are not to have access to any confidential or private information and should be kept away from areas that may contain such information.
- Visitors should not distract the employee or other employees for an extended period of time.

5.10 Pets in the Workplace

BlueSky allows employees to bring pets to the office subject to the following conditions:

- The owner must prevent pet from barking or creating any disturbances to normal business.
- Accidents must be promptly cleaned by the owner, including stain removal if necessary.
- Pets must be confined to the employee's work area.
- Pets may not be brought to visits or meetings with parents, students or vendors.
- Pets must be up to date with all required shots and licenses.
- Pets must be child-friendly.

Employees must adhere to this policy. If an employee does not follow these guidelines, s/he may lose privileges set forth in this policy.

5.11 Conflict of Interest

Employees are expected to make decisions that are in the best interest of BlueSky and not for personal gain. Employees must avoid activities that could compromise their judgement or objectivity in the performance of their duties with BlueSky or that may compromise the judgement or objectivity of other BlueSky employees. This ability is compromised if employees have personal interests or obligations that compete or conflict with BlueSky's legitimate business interests. Employees understand that work produced and created while employed at BlueSky and for BlueSky remains the sole property of BlueSky. Work product cannot be used at or for other employment.

Employees should avoid situations that create actual or potential conflicts of interest. BlueSky shall comply with all applicable laws concerning ethical and honest business practices. Employees should contact Human Resources with any questions or concerns.

5.12 Financial Responsibility

Employees are expected to exercise responsible management of their personal finances and should not ask other employees or BlueSky for personal loans.

5.13 Graded Assignments

Teaching staff are expected to grade and return all assignments to students within 48 hours, not including weekends or observed holidays. If an employee will be unable to make the 48 hours deadline, s/he should contact his/her supervisor to discuss the reasons.

5.14 Gifts

BlueSky employees must not accept gifts or favors of any significant value or give the same to anyone (including parents or suppliers) even though they may believe it will have no bearing on

their actions on behalf of BlueSky. BlueSky acknowledges that while small courtesies bring important humanity to our relationships, common sense should always be applied. Under no circumstances may kickbacks, bribes, or other illegal consideration be either received or accepted by any BlueSky employees.

Employees are not permitted to receive gifts with a nominal value of over \$50 from students, parents, vendors, or suppliers without approval.

Employees may accept meals and entertainment where business is conducted, including facility sponsored dinners, recreational trips, or sporting or theatrical events that are of reasonable value considering the nature and frequency of the occasion (e.g., annual tennis tournament, motor racing, etc.).

5.15 Confidential & Private Information

In the course of employment with the School, some employees may learn of certain financial, personnel, student, parent, product, statistical, or cost information or school practices and trade secrets concerning the school and/or its students or parents that are not available to the public (collectively “Confidential or Private Information”). The protection of Confidential or Private Information is vital to the interests and the success of BlueSky.

All employees must hold all confidential or private information in the strictest of confidence and must not, except as required by his/her duties as an employee for the School or by a court order, disclose such information. Any employee who discloses confidential or private information without appropriate authorization will be subject to corrective action up to and including termination of employment. Subsequent to separation from the School, without a court order, no former employee may either directly or indirectly use any Confidential or Private Information or disclose any Confidential or Private Information to any unauthorized person, entity, or agency outside the school.

The School reserves the right to pursue such remedies as it deems advisable by law or equity for any breach of confidence or unauthorized use of such Confidential or Private Information or disclosure of such Confidential or Private Information to unauthorized persons at any time.

Information about BlueSky, its students and parents, or employees should not be divulged to anyone other than persons who have a right to know or who are authorized to receive such information. When in doubt as to whether certain information is or is not confidential, prudence dictates that no disclosure be provided without first clearly establishing such disclosure has been authorized by the Executive Director. This basic understanding of caution and discretion in handling of confidential or private information extends to both external and internal disclosure. Examples of confidential or private information include, but are not limited to:

- Student and prospect lists
- Student or parent contact information
- Financial information
- Marketing strategies
- Pending projects and proposals

- Proprietary production
- Processes
- Research and development strategies
- Personnel information, including medical certifications

Confidential or private information obtained as a result of employment with BlueSky is not to be used by employees for the purpose of furthering any private interest, or as a means of making personal gains. Use or disclosure of such information can result in civil or criminal penalties, both for the individuals involved and for BlueSky. Information disclosed in open Board meetings is not considered confidential or private information.

Under no circumstances should any employee provide any personal information about other employees (full-time, part-time, or temporary) to anyone.

5.16 Outside Employment

Before commencing self-employment or accepting employment with any other entity, an employee must ensure outside employment does not 1) create any actual or potential conflict of interest, 2) interfere with the performance of the employee's responsibilities and duties, or 3) interfere with the employee's attendance requirements.

Employees employed with another public/private K-12 school/district cannot exceed a 1.2 FTE work week. Example: Full time employees working in a public/private K-12 school setting cannot work more than 1 day per week or .2 FTE. Part time employees working in a public/private K-12 school setting can work up to 1.2 FTE work week based on their current BlueSky part time status.

Full time employees can accept employment and work up to 20 hours per week with any other entity. Part time employees can work up to 60 hours per week based on their current BlueSky part time status.

If an employee has questions or concerns about outside employment they should contact their supervisor or Human Resources.

5.17 Workplace Safety

Employees of BlueSky whether working onsite at the school office or telecommuting from a home office must accept responsibility for:

- Carrying out work in a manner so as not to create a health and safety hazard to themselves or others
- Developing a personal concern for the health and safety of themselves and others
- Reporting any incidents, near misses, injuries, or illnesses and all potential safety hazards to management
- Reading, understanding, and complying with all workplace health and safety policies, safe work practices, and procedures.

In order to prevent workplace injuries, behaviors including, but not limited to the below, should be practiced by employees:

- Keep the work area clean and orderly
- Place trash in the proper receptacles
- Do not leave drawers or cabinets open
- Stock shelves carefully to avoid falling items
- Observe smoking regulations
- Avoid running and horseplay
- All exits and extinguishers should remain unblocked at all times
- Do not tamper with electric cords or switches
- Use proper lifting techniques, such as lifting with the legs instead of the back. For heavier loads, ask for assistance.
- Do not throw objects
- Immediately clean up all spilled liquids

Strict adherence to this policy can significantly reduce the risk of injuries. Telecommuting employees are liable for any injuries sustained by visitors to their home office worksite.

5.17.1 Procedures for reporting a work-related injury

While we make every effort to provide a safe workplace, occasionally injuries do happen at work. In an employee is injured at work, it is very important that s/he take the following steps:

- Immediately report the injury to Human Resources, no matter how minor the injury may seem.
- In case of an after-hours injury requiring emergency treatment, the employee should go to the nearest emergency room and contact the Human Resources department as soon as possible.
- An employee should not treat his/her own injury or assist another employee with his/her injury.
- In case of injury resulting in possible fracture to legs, back or neck, or any accident resulting in an unconscious condition, or a severe head injury, the employee is not to be moved until medical attention has been given by authorized personnel.

BlueSky is committed to providing the best quality care to its employees who incur work related injuries, and to helping them return quickly and safely to the healthy and productive style of living to which they were accustomed. Every effort will be made to provide transitional work to employees recovering from work injuries who are not able to perform their regular jobs. After each doctor's appointment for a work related injury, the employee must obtain a note from the doctor outlining any restrictions, if any. The employee will then receive a determination of appropriate transitional work within the restrictions set by the doctor.

Most work injuries are legitimate and BlueSky wants to make sure all employees with valid work injuries receive all benefits to which they may be entitled. BlueSky is equally committed to preventing and stopping workers' compensation fraud. Fraud includes, but is not limited to, filing a false report of a work injury, receiving benefits or payments to which

a person is not entitled, and providing false or misleading information about the severity of an injury or ability to work.

If any employee knows of an employee who is fraudulently collecting benefits, contact the workers' compensation insurance carrier or Human Resources.

5.17.2 Right to Search

In order to establish and maintain a safe, healthy working environment and to protect the image and reputation of BlueSky, the School reserves the right to conduct reasonable searches. BlueSky reserves the right to search school property, such as desks, file cabinets, and other school property and premises at any time without notice. If warranted by business needs, employees may be asked to consent to searches of any vehicle, briefcase, handbag, package, purse, tool box, container of any kind, pockets, or other personal effects brought onto school property.

All spaces under the control of BlueSky remain subject to search even though an employee uses such spaces. Although no employee will be forcibly subject to search, refusal to cooperate may result in corrective action up to and including termination of employment.

5.17.3 Tobacco-Free Environment

For the health and well-being of employees, students, and the public who visit School buildings and grounds, BlueSky prohibits tobacco use on its premises.

Scope of Restriction

No person shall at any time smoke, chew, or otherwise ingest tobacco or a tobacco product in BlueSky School. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that BlueSky owns, leases, rents, contracts for, or controls. For purposes of this policy, "use of tobacco" shall mean all uses of tobacco, including cigar, cigarette, pipe, snuff, or any other matter or substances that contain tobacco.

This prohibition also extends to employees while at any school sponsored function, regardless of whether the function takes place on school grounds.

Enforcement

Employees who violate the tobacco-free environment policy may be subject to corrective action up to and including termination of employment.

Visitors should be asked courteously to comply with BlueSky's tobacco-free environment policy. Visitors who do not comply should be reported to the Administrative team for consideration of further action.

5.17.4 Drug Free Workplace

This is to notify all applicants and employees that BlueSky has a policy on drugs and alcohol in the workplace. BlueSky complies with the Drug Free Workplace Act and provides a workplace without illegal drug and/or alcohol use.

Scope of Restriction

It is a violation of this policy to manufacture, distribute, dispense, possess, use, or be under the influence of illegal controlled substances on school premises, during school sponsored activities, or in the workplace. It is also a violation of this policy to possess, use, distribute, or be under the influence of alcoholic beverages on school premises or during school-sponsored activities. For purposes of this policy, “alcohol” shall mean any alcoholic beverage, malt beverage, fortified wine, or other intoxicating liquor. “Controlled substances” shall include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, including analogues and look-alike drugs.

This policy extends to any school building or on any school premises; in any school owned vehicle or in any school approved vehicle used to transport students to and from school or school activities; off school property at any school sponsored or school approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school; or during any period of time such employee is supervising students on behalf of the school otherwise engaged in school business.

Any employee who violates this policy shall be subject to disciplinary action up to and including termination of employment.

5.18 Dress, Appearance, and Hygiene

BlueSky believes the success of our business is determined in part by establishing and maintaining a professional business atmosphere that is defined by the image our employees project, as well as their business conduct. Our employees are expected to maintain dress, grooming, and hygiene standards that present the business image desired by BlueSky. Any time an employee will be visible to a parent, student, or vendor, the School requires employees to dress in good taste. In these situations, employees should be covered from shoulders to knees. If an employee is working from home and will not be seen by anyone as a BlueSky representative, s/he may wear whatever is his/her preference. It is impractical to list every single item of clothing that is acceptable or unacceptable. Employees are expected to use good judgement when dressing for work. An employee who is in doubt or has questions about specific personal appearance standards should consult his/her supervisor. Habitual disregard for this policy may result in corrective action, up to and including termination of employment.

5.19 Employee Conduct and Discipline Procedure

Every employee has the duty and the responsibility to be aware of and abide by existing rules and policies. Employees also have the responsibility to perform his/her duties to the best of his/her ability and to the standards as set forth in his/her job description or as otherwise established. Violation of any school rules or policies may result in corrective action, ranging from verbal and/or written warnings to reprimand and possible termination of employment. Although it is impractical to provide a complete list of types of conduct that could result in corrective action, examples of these types of infractions are listed above and include, but are not limited to:

- Unexcused absences
- Excessive or habitual tardiness or absenteeism
- Poor job performance
- Failure to be available to students during expected times each day
- Theft or dishonesty
- Unauthorized possession or removal of school property
- Possession, consumption, or being under the influence of alcohol or illegal drugs on BlueSky time or premises
- Failure to meet both quality and quantity of lessons
- Changing the normal work location without prior administrative approval
- Sharing curriculum and course work developed while employed at BlueSky with an outside entity without prior approval
- Failure to use daycare on a consistent basis, when needed
- Insubordination or refusal to follow the reasonable work related direction of a manager
- Falsifying or making a material omission on school records, including but not limited to employment related documents, payroll records, timecards, insurance claim forms, etc.
- Failure to ensure course materials are compliant with state standards
- Bringing dangerous, illegal, or unauthorized materials or weapons on to BlueSky property
- Allowing a required license to lapse
- Destroying, willfully damaging, or misuse of BlueSky or employee property, facilities, records, funds, or other materials
- Unprofessional conduct
- Other misconduct including but not limited to, acts such as: violation of BlueSky policies, fighting, harassment or discrimination against co-workers, customers, or members of the public, gambling or misuse of BlueSky facilities, property or funds

BlueSky supports the use of progressive discipline to address issues such as poor work performance or misconduct. The progressive discipline policy is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. Outlined below are the steps of the progressive discipline policy and procedure. BlueSky reserves the right to combine or skip steps in this process depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and performance issues have on the School.

The following outlines BlueSky's progressive discipline process:

1. **Verbal warning:** A supervisor verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the employee's file for future reference.
2. **Written warning:** Written warnings are used for behavior or violations that a supervisor considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee's personnel file. Employees should recognize the grave nature of the written warning.

3. **Performance improvement plan:** Whenever an employee has been involved in a disciplinary situation that has not been readily resolved or when s/he has demonstrated an inability to perform assigned work responsibilities efficiently, the employee may be given a final warning or placed on a performance improvement plan (PIP). PIP status will last for a predetermined amount of time not to exceed 90 days. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the supervisor and the organization. At the end of the performance improvement period, the performance improvement plan may be closed or, if established goals are not met, termination of employment may occur.

The circumstances surrounding the reason for corrective action will be reviewed on a case-by-case basis to determine the appropriate level of corrective action. Immediate termination or suspension of employment may be warranted if the nature and severity of the circumstances so indicate. While we strive for consistency, the level of corrective action taken in any given case is not intended to necessarily establish a precedent for future similar circumstances.

5.20 Employee Moves

BlueSky School prides itself on being a local online school which differentiates us from our competitors. As a result of this dedication to local and personalized online learning, BlueSky limits the states from which our employees are able to work to the following states: Minnesota, North Dakota, South Dakota, Iowa and Wisconsin.

Any employee address change within the approved states must be immediately submitted to the Human Resources department directly following the move. It is the employees responsibility to update their address with any company they receive benefits from through BlueSky (medical/dental insurance, 403b, etc.).

Any current BlueSky employee planning a relocation outside one of the approved states will be considered a voluntary resignation upon completion of the move. A standard two week notice of resignation is encouraged by any employee who is relocating outside of the aforementioned approved states.

5.21 Use of Electronic Systems

The purpose of this policy is to explain the guidelines to employees who use BlueSky's technology systems. Email, cell phone, voicemail and Internet access are made available to employees of BlueSky specifically for educational and business communications and information. Therefore, the content of all messages, documents, and files transferred via BlueSky's email system, cell phone system, voicemail system and the content of web pages accessed over the internet should be directly related to the business of BlueSky.

The primary purpose of the email system is to facilitate timely communications with staff, students, families, and other business associates of BlueSky. All aspects of the email system, including software, passwords and the contents of the email messages themselves are property of BlueSky. All data files, email messages and other information contained in the system belong to BlueSky. All work produced using the systems are the property of BlueSky.

All work product, whether on paper, voicemail or electronic, is the property of BlueSky and constitutes business and educational records. These records may be audited by governmental agencies, subpoenaed into court or disclosed pursuant to state or federal law, and should reflect the professionalism of the School and the employee.

BlueSky has the right to access each employee's computer, computer files, and disks and to intercept, monitor and review all email messages which are received by or distributed from any BlueSky owned computer or any employee's personal computer that has been approved for business use by the Executive Director. Email messages that have been deleted from workstation computers may remain on back-up systems in the custody of BlueSky. Email and other electronic documents may be subpoenaed or requested for disclosure pursuant to state and/or federal law just like paper documents.

Improper use of the email system, including the use of profanity, vulgarity and off-color comments, or the receipt, distribution or duplication of any document which contains materials considered offensive or harassing, is not permitted by BlueSky policy. Care should be taken that the quality of all email correspondence meets the same professional standards as other written correspondence. Format, spelling, and conciseness are just as important with email as other forms of communication.

Voicemail and email messages or computer downloading containing foul, offensive language, sexual content, racial, ethnic, religious, or other discriminatory slurs are prohibited. Employees may not use the computer or other communication systems to solicit or proselytize for religious, charitable, commercial or political purposes.

Only legally licensed software may be used on the systems. BlueSky does not own all software or its related documentation, and, unless authorized by the software vendor or developer, does not have the right to reproduce either the software or its documentation. All software must be used in accordance with the software license agreement. Employees must not make, acquire, or use unauthorized copies of software in connection with their employment or their use of BlueSky systems, including files and data.

The purpose of the internet is to access information directly related to the business of the School. In compliance with the law, BlueSky may install software which limits or disallows access to web sites which are deemed inappropriate and/or unrelated to BlueSky business. In addition, BlueSky may install software which tracks each employee's activity on the internet and maintain this log for as long as it is deemed necessary. The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the internet is expressly prohibited. As a general rule, if an employee did not create the material, does not own the rights to it, or has not received authorization for its use, it should not be on the internet. Employees are also responsible for ensuring that the person sending any material over the internet has the appropriate distribution rights. Internet users should take the necessary anti-virus precautions before downloading or copying any file from the internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression. Improper use of the internet, including accessing sites for non-business or non-educational (personal) purposes; accessing sites which use profanity, vulgarity and off-color language; accessing sites which contain

materials considered offensive or harassing, is not permitted. Employees who violate this policy will face corrective action, up to and including termination of employment.

Personal use of email or the internet is generally not allowed. Brief and occasional personal use of the electronic mail system or the internet is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks), and does not result in expense or harm to the School or otherwise violate this policy.

The computer and network systems-and the data on those systems- are critical to the conduct of School business. Security of those systems and data is a responsibility of all employees. Therefore, employees should not disclose anyone's password (including their own) or enable unauthorized third parties to have access to or use the system, or in any way jeopardize the security of the systems. Employees should notify their supervisor upon observing or learning of any violation of this policy.

5.22 Employee Use of Social Media

Various forms of electronic communication, and social networking including, but not limited to, text messaging, personal web sites, blogs, online forums and virtual worlds can provide a unique means of communication and education, but it must not be allowed to create unintended and/or improper communication between staff and students. It is the School's intention to use these types of electronic communications as a way to further the goals of the School, while protecting staff members, students and the School from harmful incidents.

BlueSky encourages staff use of social media provided it is used in a manner that does not violate state or federal law or school policies and does not create unintended and/or improper communication between staff and students. Public social media outside of those sponsored by BlueSky cannot be used for instruction or for school-sponsored activities without the prior written authorization of the Executive Director and parental consent for student participation in social networks. When employees choose to join or engage with BlueSky students, families, or fellow employees in a social media context outside of those approved by the School, they must maintain their professionalism as employees of BlueSky and have responsibility for addressing inappropriate behavior or activity on those networks, including requirements for mandated reporting.

Guidelines

BlueSky encourages all staff members to maintain active interest and engagement in a wide range of activities, intellectual pursuits, causes, etc., including social, political, religious and civic-oriented groups, organizations, blogs, publications, etc. At the same time, this must be balanced with BlueSky's right to manage public communications issues directly or indirectly in its name or on its behalf.

Employees are expected to establish and maintain appropriate privacy settings and personal content to ensure that posted content does not reflect poorly on BlueSky or conflict with its educational philosophies in any way. Staff members are discouraged from posting messages indicating or implying a connection to BlueSky.

Employees must be respectful and professional in all communications (by word, image or other means). Employees must not use 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 illegal drugs, sexual behavior, sexual harassment or bullying.

Employees must make clear that any views expressed are the employee's alone and do not necessarily reflect the views of BlueSky. Employees may not act as a spokesperson for BlueSky or post comments as a representative of BlueSky except as authorized by the Executive Director.

Employees should not use their BlueSky email address for communication on public social media networks that have not been approved by the School. When making personal, non-work related posts online, staff members may be allowed to use BlueSky equipment for reasonable personal use that does not interfere with their work.

Communication

Employees are expected to be mindful of not only their own profiles, but those of their friends as well. Photographs and comments on the profiles of friends that reflect poorly on the staff member must be considered.

Other than familial relationships, employees should avoid personal off-duty relationships with students. Staff members should be aware that, even when interacting with students outside of the school environment, these interactions have a direct impact on the professional relationship within the school environment. Employees should not share personal email addresses with students, text message students, use social network sites or engage in other similar behavior that might compromise an appropriate and professional relationship in the classroom and within the School. Employees should be diligent in maintaining the highest ethical standards when using social media and must ensure that they do not create inappropriate personal relationships with students. Violation of this policy will result in corrective action, up to and including termination of employment.

Professional Responsibilities

Employees are responsible for their online presence and are accountable for all written or posted materials and are to exercise good judgement at all times. The permeating and permanent effect of social networking cannot be overstated.

Confidential information is to be protected at all times and may only be disclosed pursuant to BlueSky policy or Minnesota statute. Accordingly, no electronic communication, including but not limited to text messages, blogs or social network posting may communicate any confidential information. If an employee believes that confidential information may have been revealed, s/he should notify his/her supervisor immediately.

Employees should have no expectation of privacy when using online forums. Information posted on or exchanged through social media may be accessed by parents, students, co-workers and members of the public. Therefore, when communicating via online social media, staff will

remember that their conduct represents BlueSky and any information posted or exchanged should always be in the best interest of serving the School and its students.

Employees must not post images on any social media network of co-workers without the co-worker's consent. Employees must not post images of students on any social media network without written parental consent, except for images of students taken in the public arena such as at sporting events or fine art performances. Employees must not post any non-public images of the BlueSky premises and property, including floor plans.

Employees should not misrepresent themselves or any part of BlueSky in any social networking or blogging posts and should not be asked by supervisors or administrators to misrepresent themselves or their position with BlueSky. Any employee who has been asked to misrepresent themselves or BlueSky must report this immediately to Human Resources.

Employees are not permitted to use official BlueSky photographs or photographs of students or student property without the written consent of administration.

Employees cannot use media sites to harass, threaten, libel, malign, defame, disparage, or discriminate against members of the school community including but not limited to students, parents and/or guardians, co-workers, the administration or the Board. Employees may not write about, post pictures of or otherwise refer to any student, parent and/or guardians, co-workers or administrators without their permission.

Failure to follow this policy will result in corrective action, up to and including termination of employment.

5.22.1 Internet Reimbursements

If the school budget allows, staff that conduct school business from their home can be reimbursed for up to 50% of eligible expenses (internet charges only, no equipment rental, bundled services, etc. are eligible) with a maximum monthly amount of \$20 per month or as determined by the Finance Committee and Board. This benefit is available for staff working at least .75 FTE and required by job duties. At the start of the school year, staff will submit for approval and reimbursement, a request for the upcoming school year. Reimbursements will be paid through the payroll system.

An individual wishing to receive reimbursement must complete and submit the reimbursement form with supporting documentation to their supervisor for approval, who is then responsible for submitting it to Human Resources. The reimbursement amount will be determined by the Finance Committee and Board each year.

5.23 Telephone and Cell Phone Guidelines

School resources are provided to conduct BlueSky's business and serve its customers. Employees are expected to exercise prudent judgement in using school resources. School issued phones must be used only for business purposes. Any use of school issued phone for non-work related purposes must be handled in accordance with IRS guidelines. Unauthorized or inappropriate use of school resources may result in corrective action up to and including termination of employment.

5.23.1 Personal Phone Calls

While at the office, employees are expected to keep local personal calls on school telephones to a minimum. Excessive personal calls, regardless of the phone used, may interfere with employee productivity and be distracting to others. Employees are expected to limit personal phone calls and ensure that friends and family are aware of this policy. Flexibility will be provided where circumstances dictate. BlueSky will not be responsible for the loss of personal cell phones brought into the workplace.

5.23.2 Personal Cell Phone Reimbursement

Employees wanting to use their own cell phone for school related business can be reimbursed up to 50% of expenses (employee's portion of shared plan, line charge and texting/data charges) with a maximum monthly amount of \$50 per month or as determined by the Finance Committee and Board. This benefit is available for staff working at least .75 FTE and required by job duties. An individual wishing to receive reimbursement must complete and submit the reimbursement form with supporting documentation to their supervisor for approval, who is then responsible for submitting it to Human Resources. Reimbursements will be paid through the payroll system.

5.24 Corporate Travel and Business Expenses

All business travel must be approved by either the Staff Development committee or the Administrative Team, depending on type of travel. BlueSky will reimburse employees for reasonable expenses incurred during authorized business travel including mileage, hotel cost, and food.

Staff who are planning trips, conferences, seminars, or any other personal or professional activity that will result in working from a different location, or missing planned school events, must have pre-approval from administration. An employee should not make a booking before asking permission. Any employee who does so will be responsible for the cost of the booking(s) made.

All business expenses must be submitted for reimbursement with a receipt, no later than June 30 of the current school year. Reimbursement requests for mileage must have a map attached, printed out from either MapQuest or Google. Expenses submitted after June 30 may not be reimbursed.

Receipt & Acknowledgement

1. **I have received my copy of the Employee Handbook.** The employee Handbook describes important information about BlueSky, and I understand that I should consult my supervisor or Human Resources regarding any questions not answered in the handbook. I have entered into my employment relationship with BlueSky voluntarily and accordingly, either I or BlueSky can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.
2. This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with BlueSky. By distributing this handbook, BlueSky expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.
3. Since the information, policies and benefits described in this handbook are subject to change, I understand and agree that any such changes can be made by BlueSky in its sole and absolute discretion, and that material changes will be made known to employees through the usual channels of communication within a reasonable amount of time. By accepting or continuing in employment with BlueSky, I agree to abide by its policies and procedures.

Employee Name (please print): _____

Employee Signature: _____

Date: _____